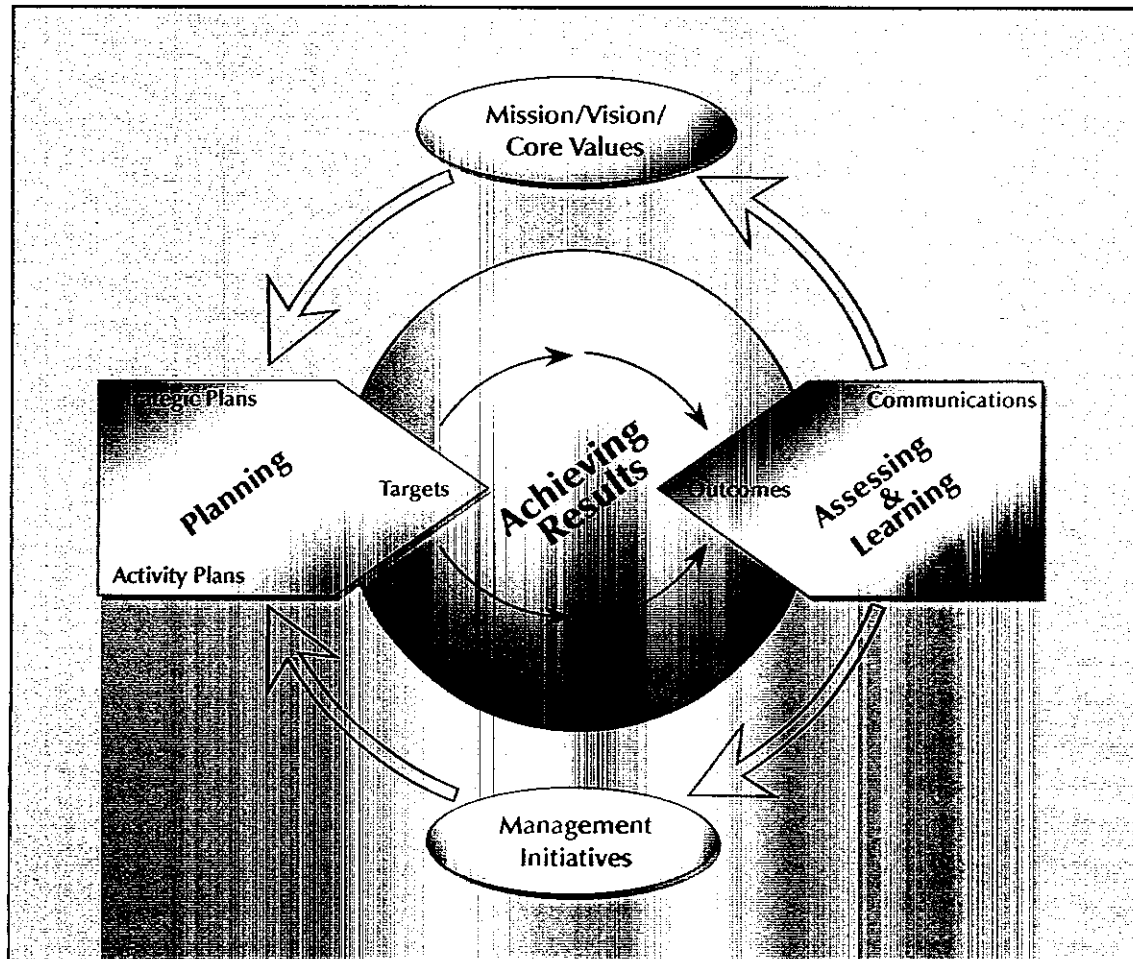


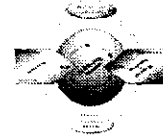


Guide to the New USAID Programming Policies



Participant's Workbook

Version: April 2001



MEMORANDUM TO ALL PARTICIPANTS

Thank you for participating in the *Guide to New USAID Programming Policies* workshop.

This workshop will familiarize you with the improved guidance and hopefully provide you a better understanding of how the Agency Planning System works. We have taken steps to make this a fun learning environment by minimizing the number of monologues, including numerous activities, and providing enough time to share and capture personal experiences. At the end of the workshop, we believe you will know the ADS 200 series well enough to effectively manage according to the current programming policies.

By way of background, PPC made a special effort over the past year to learn from our collective experience in results-based program management. Based on that feedback and requests from the field for more complete and clearer guidance, the ADS 200 drafting team has revised the ADS chapters on programming policies:

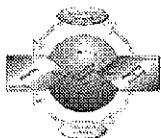
- 200: Introduction to Managing for Results
- 201: Planning
- 202: Achieving
- 203: Assessing and Learning

While the target for this workshop is seasoned USAID leaders, we believe it will also serve as a familiarization tool for new hires and a broad overview for support staff.

In addition to the printed ADS you will receive at this workshop, you can access the ADS 200 series and submit questions on-line at:

- www.USAIDResults.org (see handout)
- www.usaid.gov/pubs/ads/200

For more information, please contact Skip Waskin in PPC/PC at lwaskin@usaid.gov or through www.USAIDResults.org.



THE GUIDE TO NEW USAID PROGRAMMING POLICIES:

PARTICIPANT WORKBOOK

INTRODUCTION	4
1. Events Leading to ADS 200 Rollout	4
2. Core Values	6
3. Managing for Results and Accountability	8
GRAPHIC: DYNAMIC MANAGEMENT	9
GRAPHIC: REACHING RESULTS: THE STRATEGIC PROCESS	10
PLANNING - GETTING STARTED.....	12
4. Overview of Planning	12
GRAPHIC: LEVELS OF PLANNING AT USAID.....	13
SUMMARY CHART: WHAT'S NEW IN ADS 200?.....	14
5. Parameter Setting.....	16
GRAPHIC: TIMELINE FOR PARAMETER SETTING AND APPROVAL OF STRATEGIC PLANS	17
6. Strategic Plans	18
7. Strategic Objectives	20
8. Time Sequencing of Strategic Objectives	22
GRAPHIC: WHEN THINGS HAPPEN.....	23
9. Results Frameworks	24
10. Planning for Performance Management	26
11. Making Changes in the Planning Process	28
SUMMARY CHART: MAKING CHANGES IN THE PLANNING PROCESS	29
ACTIVITY PLANNING - GETTING IT ORGANIZED	30
12. Activities and Activity Planning	30
13. Pre-Obligation Requirements	32
GRAPHIC: WAYS OF OBLIGATING FUNDS.....	33
GRAPHIC: RESULTS, TACTICS, TOOLS	34
14. Ten Steps in Activity Planning	36
ACHIEVING - MAKING IT WORK.....	38
15. Strategic Objective Teams	38
16. Working with Delegations of Authority	40
17. Managing Conflict of Interest	42
18. Roles and Responsibilities of CTOs and Activity Managers	48
19. Resource Management.....	50
20. Dealing with the Unexpected.....	52
ASSESSING AND LEARNING - MAKING IT BETTER.....	56
21. Context for Performance-Informed Decision-Making	56
22. Data Quality Assessment.....	58
PERFORMANCE INDICATOR QUALITY ASSESSMENT TOOL	59
23. Portfolio Reviews	60
24. Evaluations	62
25. Reporting.....	64
26. Strategic Objective Close Out Report	66



LIST OF ANNEXES

ANNEX A

ADS 103: Delegation to U.S. Citizen Personal Services Contractors (USPSCs) and Non-U.S. Citizen Employees

ANNEX B

PPC General Notice on Revised USAID Programming Policy and Compliance Dates

ANNEX C

ADS Mandatory Reference 350: Strategic Objective Grant Agreement (SOAg)

ANNEX D

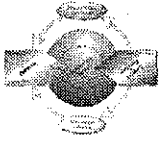
Conflict of Interest: "Legal and Policy Considerations When Involving Partners and Customers on Strategic Objective Teams and Other Consultations"

ANNEX E

Contract Information Bulletin 99-17 Concerning Organizational Conflict of Interest

ANNEX F

Introducing www.USAIDResults.org



INTRODUCTION

1. Events Leading to ADS 200 Rollout

Key Messages:

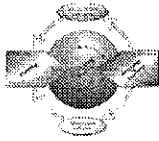
- a. USAID reengineered its programming policies in 1995, and codified the approaches in the ADS 200 series. The first version of the ADS 200 series was prepared quickly, and with little information on achieving.
- b. Although this new ADS 200 series documentation may look substantially different, the key concepts, policies and procedures have changed very little from the 1995 version.
- c. This year 2000 release of the ADS 200 Series mirrors the Agency's original reform vision better than the preceding version.

ADS References:

See Annex B on compliance dates

Other ADS series:

- ADS series 100 – Organizational and executive management
 - ADS chapter 102 – Agency organization
 - ADS chapter 103 – Delegation of Authority
- **ADS series 200 – Program policy (focus of today's workshop)**
 - ADS Chapter 204 – Environmental policies
- ADS Series 300 – Acquisition and Assistance
- ADS Series 400 – Personnel
- ADS Series 500 – Management
 - ADS Chapter 501 – Automated Directives System procedures
- ADS Series 600 – Budget and Finance



2. Core Values

Key Messages:

- a. Effective organizations have values that support their highest purposes.
- b. The USAID core values are the beginning point for the original reform design.
- c. Building the MFR process on the core values helps USAID achieve the most meaningful results rather than merely conducting activities or administering resources.

ADS References:

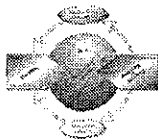
The Core Values, 200.3.2, pp. 6-12

List the 5 core values of USAID:

1. _____
2. _____
3. _____
4. _____
5. _____



The Guide to New USAID Programming Policies



3. Managing for Results and Accountability

Key Messages:

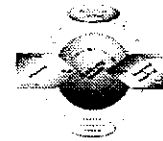
- a. In 1993 Congress enacted the Government Performance and Results to improve the management of federal programs by shifting the focus of decision making from staffing and activity levels to the results of federal programs. The term “managing for results” is now used in many federal agencies.
- b. Managing for results means that we plan and organize our work around the end results we seek to accomplish.
- c. We do not have full control over most results that we are trying to achieve. We manage, along with our partners, the process of getting results, and of responding to change and risk.

ADS References:

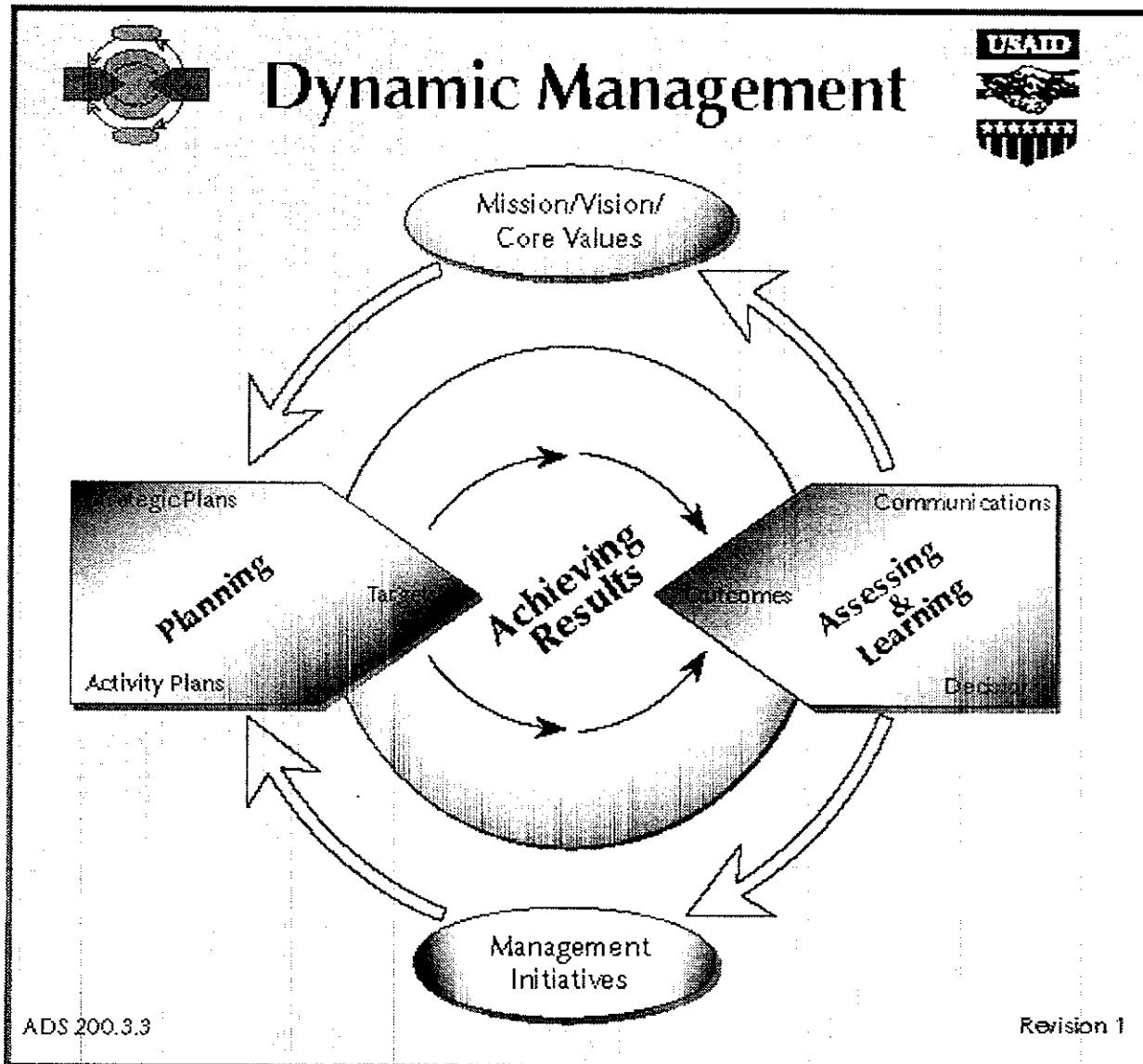
- Overview of USAID's Results-Based Programming System, 200.3.3, pp. 12-14
- Core Value: Managing for Results, Accountability for Results, 200.3.2.1, pp. 7-8
- Glossary definitions for “output” and “result”, pp. 39-41

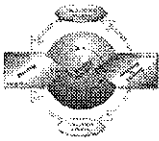
Question:

What is the USAID Mission Statement?

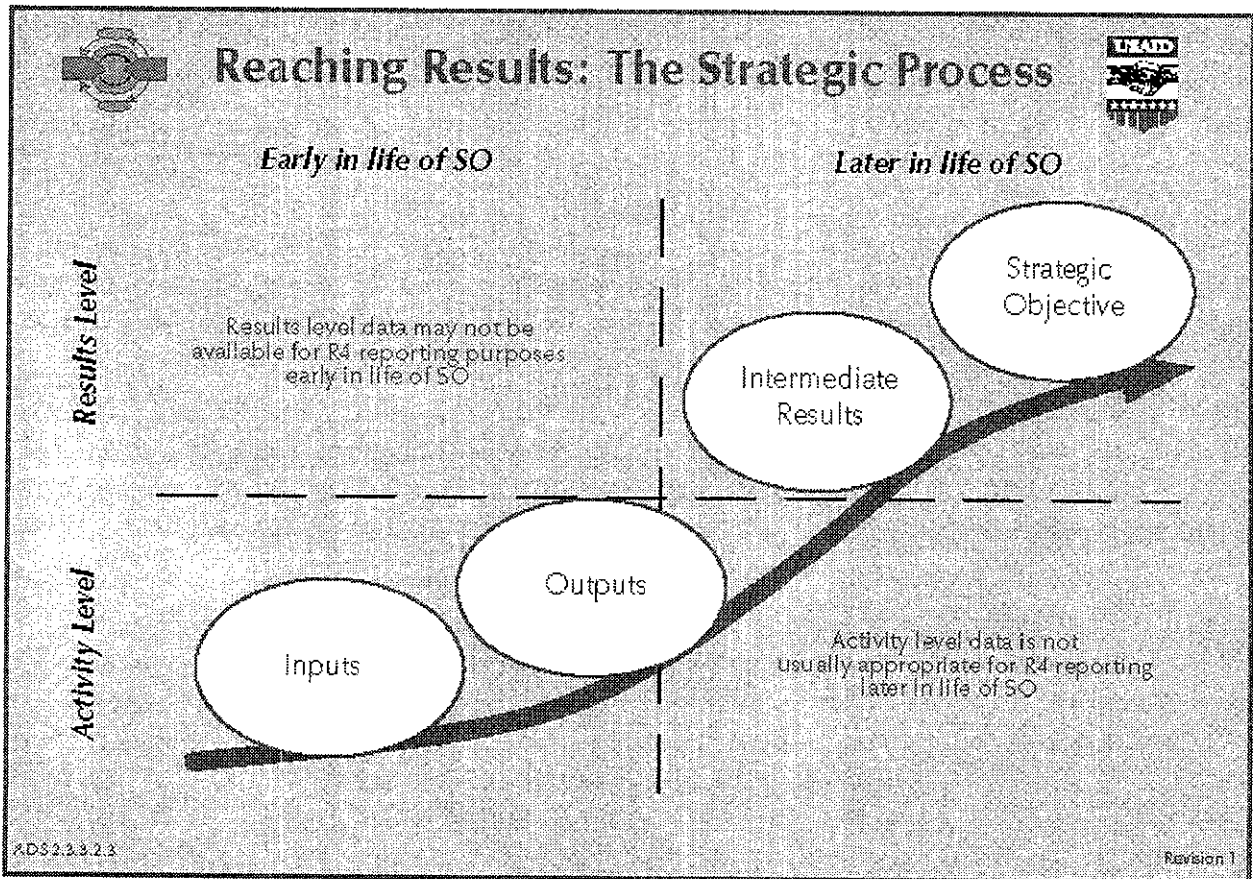


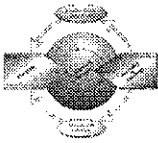
Graphic: Dynamic Management





Graphic: Reaching Results: The Strategic Process





PLANNING - GETTING STARTED

4. Overview of Planning

Key Messages:

- a. There are different levels of planning in the process: Agency, Regional and sectoral, Operating Units and SO Team.
- b. Planning continues through all phases of USAID work: strategic planning, activity planning, achieving, and assessing and learning.

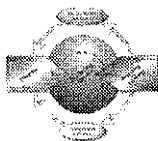
ADS References:

- Overview, 201.1, p. 3
- Bureau Frameworks, 201.3.3.1, pp.9-10
- Program Development & Learning, 201.3.3.6, p. 19



Graphic: Levels of Planning at USAID

Levels of Planning at USAID							
PLANNING LEVELS	USAID ACTIVITIES TARGET	PLANNING INSTRUMENTS	WHO PROPOSES?	WHO REVIEWS?	WHO APPROVES?	PROGRESS REPORTING TOOL	SECTION IN ADS 201
Activity	Outputs	Activity Approval Document (AAD)	SO Team, Sub Team	SO Team Leader, Mission Director	SO Team Leader, Mission Director	Various quarterly, semi-annual, financial reports, Mission or AIDW Portfolio Reviews	7-Activity Planning
Intermediate Result	Sector or Cross-Sectoral	Intermediate Results (IR) inside MCSP or SP	SO Team, Sub Team	SO Team Leader, Mission Director	SO Team Leader, Mission Director	IR, CP, Portfolio Review	6-SO Team Planning
Strategic Objective	Country or Multi-country	Strategic Objective (SO) inside MCSP or CSP	SO Team, Program Manager	Mission Director, G, Regional Bureau	Regional Bureau AA	IR, CP, Portfolio Review	5-Opening Unit Planning
Country	Country	Country Strategic Plan (CP)	O Center Director, BHR AA, Regional Bureau AA, Mission Director, Administration, State, Congress	PPC, M, BHR, G, OC and Regional Bureau	Regional Bureau AA	Results Review and Resource Request Report (RR) and Congressional Presentation (CP)	5-Opening Unit Planning
Multi-country	Multi-country	Multi-country Strategic Plan (MCSF)					
Bureau	Targeted countries (by region)		Relevant Bureau	PPC	Relevant Bureau AA	Results Review and Resource Request Report (RR)	5-Opening Unit Planning
Agency Plan	Targeted countries	Agency Strategic Plan (ASP), Agency Performance Plan (APP)	PPC	PPC, M, G, BHR, OC and Regional Bureau	Administrator	Agency Performance Report (APR)	4-Agency Level Planning
Agency Vision	Targeted countries	USAID Desk	PPC	Agency leadership	Administrator in coordination with Administration	Agency vision statement	
Agency Mission	Worldwide	Policy, History	Administration	Congress	Congress	Legislation	



Summary Chart: What's New in ADS 200?

	No longer required	New guidance	Better defined
ADS 200 Overview	Note: Although most of the practices required in ADS 200 are not new to high-performing OPUs and SO Teams, many practices are documented in the ADS 200 Series for the first time.		
ADS 201 Strategic Planning -- Getting Started	Integrated Strategic Plans (ISPs)	Bureau-level planning frameworks (ADS 201, p. 9) Requirement of Parameter Setting (ADS 201.3.3.5, p. 16) Concept of <i>transition</i> strategic plans (ADS 201, p. 21) Including preliminary PMPs, milestones, and SO Team planning in Strategic Plans (ADS 201, p. 22)	Guidance on end dates of instruments used for multiple SOs (ADS 201, p. 30).
ADS 201 Activity Planning -- Getting it Organized	Results Package concept Strategic Support Objectives (SSOs) Customer Service Plans Program Development & Support (PD&S) activities	Mandatory Activity Planning (ADS 201.3.6, p. 55) Activity Approval Documents (ADS 201, p. 68) Program Development & Learning (PD&L) objectives (ADS 201, p. 19)	
ADS 202 Achieving -- Making it Work			Financial Management (ADS 202, p. 15)
ADS 203 Assessing and Learning -- Making it Better		Performance Monitoring Plans (PMPs), within one year of approving Strategic Plan (ADS 201, p. 42) SO Close-out reports (ADS 203, p. 33) Portfolio Reviews (ADS 203, p. 12)	ADS 203 describes best practices which, although newly documented in the ADS, represent what many program officers already do to promote learning and strengthen future performance (ADS 203, pp. 3-37).

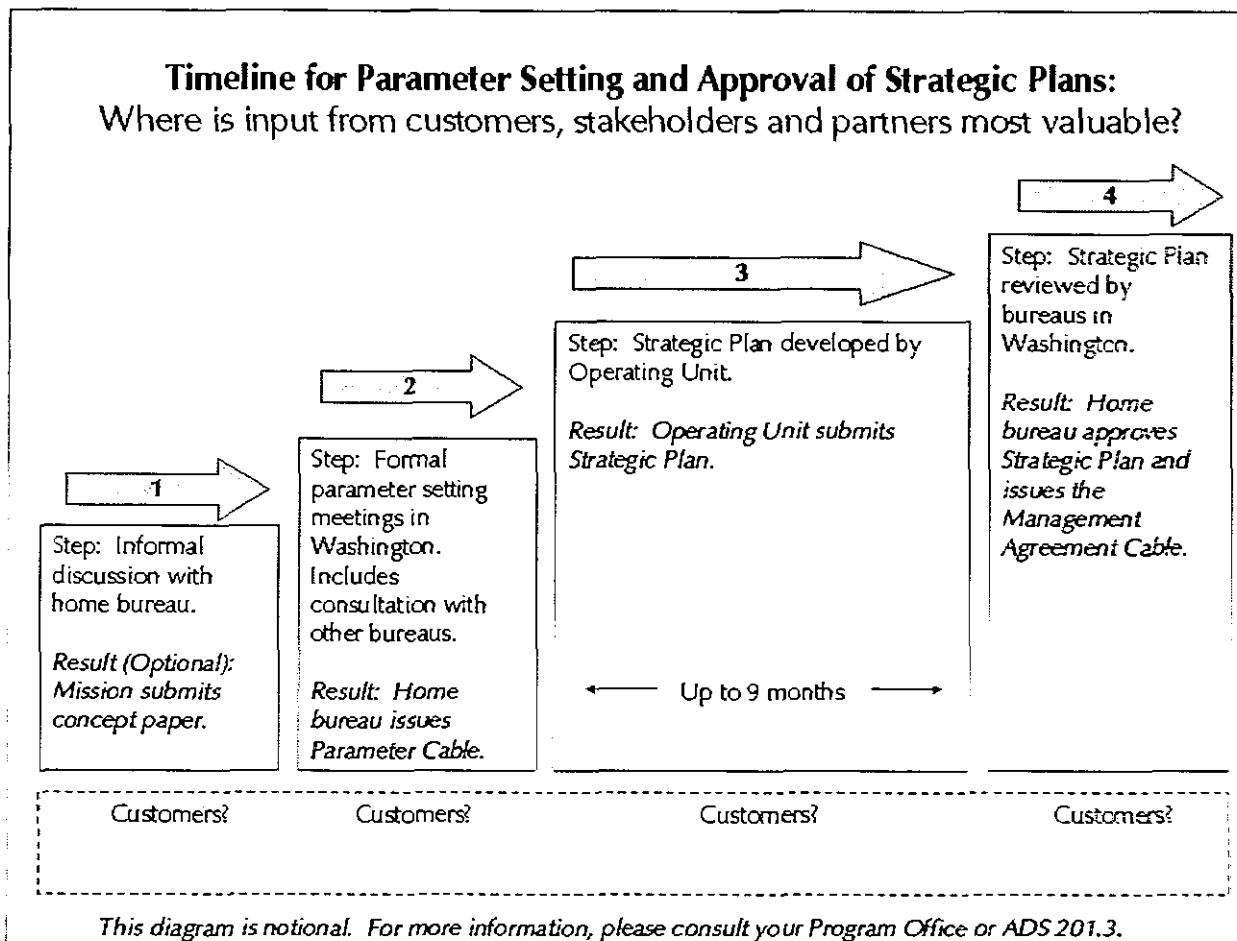


Notes:

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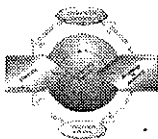


Graphic: Timeline for Parameter Setting and Approval of Strategic Plans



Activity:

See Handout



6. Strategic Plans

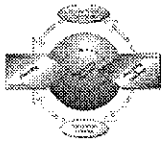
Key Messages:

- a. Approved Operating Unit Strategic Plans represent an Agency-wide commitment to a set of objectives and Intermediate Results for accomplishment by an Operating Unit.
- b. Transition strategic plans are appropriate for situations where increased economic, social, or political uncertainty compromises the usefulness of traditional sustainable development strategic plans.
- c. A "management agreement" codifies expectations between Washington and field after parameter setting.

ADS References:

- Types of Strategic Plans, 201.3.4.3, pp. 21-22
- Contents of Strategic Plans, 201.3.4.4, p. 22-26
- Technical Analysis for Strategic Plans, 201.3.4.11 pp. 35-41
- Management Agreement, 201.3.4.16, pp. 49-50
- Bureau Planning Frameworks, 201.3.3.1, pp. 9-10

Sustainable Development	Transition



7. Strategic Objectives

Key Messages:

- Well-focused and realistic Strategic Objectives permit effective SO Team performance.
- While not mandatory, establishing Strategic Objective teams early in the planning process promotes a fast start and team-member buy-in.
- Strategic Support Objectives (SSOs) are no longer required, but Special Objectives (SpOs) are still allowed.

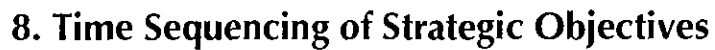
ADS References:

- Strategic Objectives, 201.3.4.5, pp. 26-27
- Special Objectives, 201.3.4.6, p. 28

List some characteristics of effective vs. ineffective Strategic Objectives:

Effective SO	Ineffective SO

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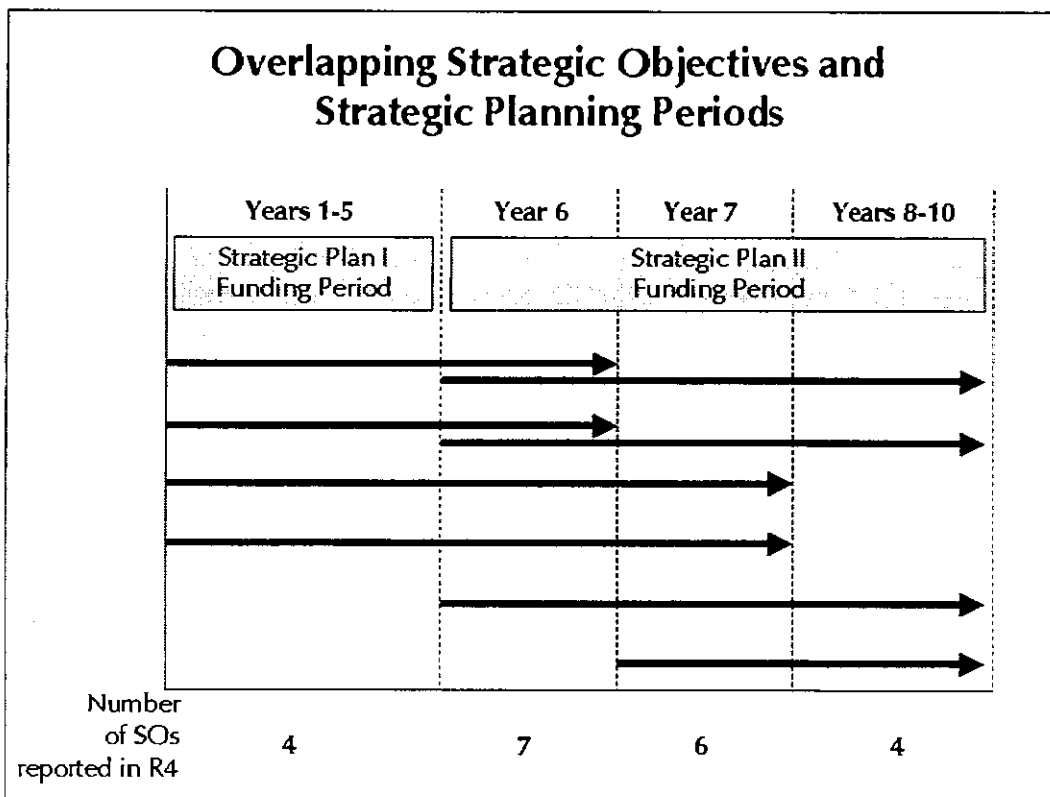
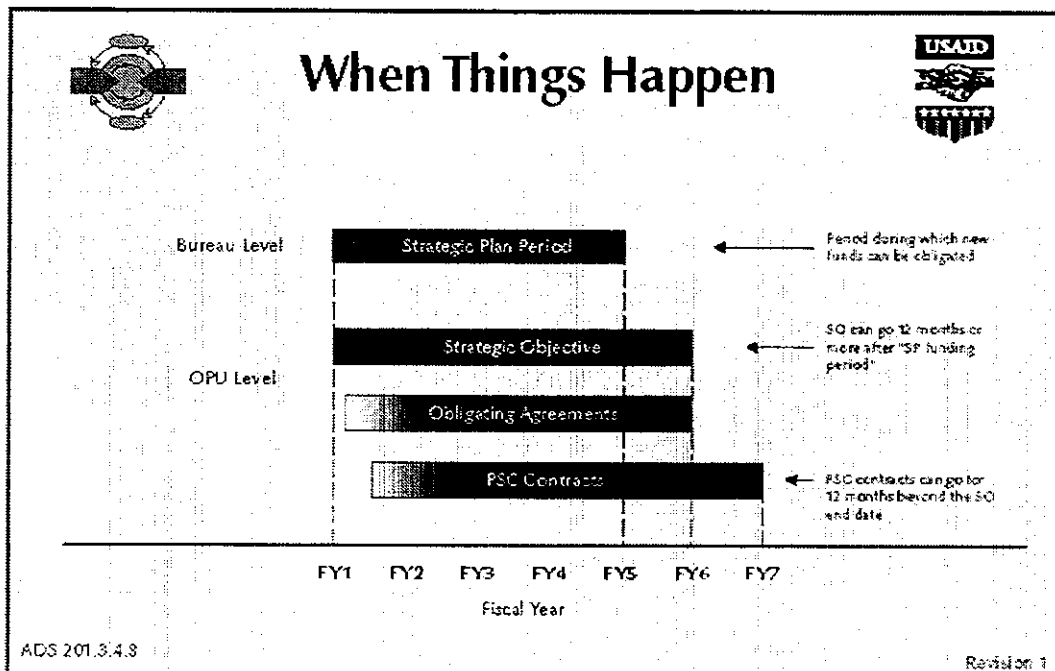
- a. Strategic Plans have funding periods, which determine when new funding may be obligated into an SO.
- b. Expenditures may occur beyond the Strategic Plan funding period.
- c. Activities may continue beyond the Strategic Plan funding period.
- d. PSC contracts may terminate up to 12 months after the end of the SO that provided the funding.

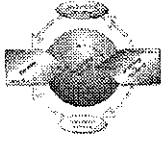
End Dates for SOs and Obligating Instruments, 201.3.4.8, pp. 28-31

[illegible]



Graphic: When Things Happen





10. Planning for Performance Management

Key Messages:

- a. The desired “results” of USAID activities cascade over time into broader/larger results.
- b. Performance management is the dynamic process of planning, collecting, and using information about whether activities are reaching their desired results and why.

ADS References:

Planning for Performance Management, 201.3.4.13, pp. 42-47

Activity:

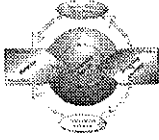
Using the Results Framework put together by your team, select one result and determine a performance indicator that will help you know whether progress is being made.

RESULT:

INDICATOR:

(illustrative activity):

(illustrative output):



11. Making Changes in the Planning Process

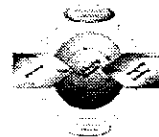
Key Messages:

- a. Changes to Strategic Objectives, Results Frameworks, and Performance Indicators are normal.
- b. "Significant" changes must be reviewed at the Bureau level to see if approval is needed, though Bureau or Washington level approval is not normally required for changes below the SO level.
- c. Trust and a professional partnership between the field and Washington is critical throughout the programming process.
- d. Effective teams are capable of adapting successfully to changing conditions, and capability to change needs to be built into SO Team operational practices.

ADS References:

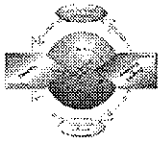
- Changing Strategic Plans when proposing new SOs, 201.3.4.17, pp. 50-51
- Changing Strategic Objectives, 201.3.4.17, p. 51
- Changing SO end dates, 201.3.4.9, pp. 31-32
- Changing Results Frameworks, 201.3.4.11, p. 35 and 201.3.4.17, p. 51
- Changing Management Agreements, 201.3.4.16 p. 49

Notes:



Summary Chart: Making Changes in the Planning Process

What to change	Who proposes	Who approves	How to document	ADS Reference
Strategic Plans	OPU, or a formal parameter message from the Bureau	Home bureau	Strategic Plan Amendment document	201.3.4.17, pp. 50-51
Strategic and Special Objectives	OPU	AA of home bureau, with concurrence from: PPC, M, GC, BHR (as appropriate), G (for non-G Strategic Plans), and regional Bureaus (for central operating Bureau Strategic Plans)	Propose in R4 cover memo or other document; respective Bureau will give further guidance.	201.3.4.17, p. 51
SO end dates	OPU	Bureau a) If new obligations are needed in a new Fiscal Year.	R4 or other document	201.3.4.9, pp. 31-32
	OPU	OPU a) If no obligations are needed to complete activities, or b) If new obligations are needed but the sum total of additional obligations does not exceed 10% of original amount	R4 or other document	201.3.4.9, pp. 31-32
Results Framework	SO Teams and OPU	Bureau approval in some cases for change at the SO level or above. Bureau review for some significant changes below the SO level (e.g., implementing cash transfers).	R4 or other document	201.3.4.11, p. 35; 201.3.4.17, p. 51
Management Agreement	OPU, Bureau	Bureau	Documented in accessible files in OPU and home Bureau. See ADS 202, ADS 502, and the USAID Records.	201.3.4.16, p. 49
R4 Indicators	OPU, SO Team	Bureau	Report in special annex to the R4 report (may be noted elsewhere in R4 as relevant, including cover menu).	203.3.6.4, p. 27



ACTIVITY PLANNING - GETTING IT ORGANIZED

12. Activities and Activity Planning

Key Messages:

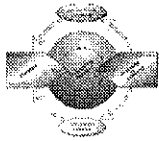
- a. Definition of *Activity*: "...Is a **set of actions** through which inputs...are mobilized to produce specific outputs" (ADS 201.3.6, p. 55). This definition is DELIBERATELY vague; it allows each Operating Unit to select the level at which it will aggregate and plan activities.
- b. Activity planning is still required because (a) Federal law (FAA Section 611) requires it and (b) it increases the likelihood that intended or planned results will be achieved.

ADS References:

Activity Planning, 201.3.6, p. 55



The Guide to New USAID Programming Policies



13. Pre-Obligation Requirements

Key Messages:

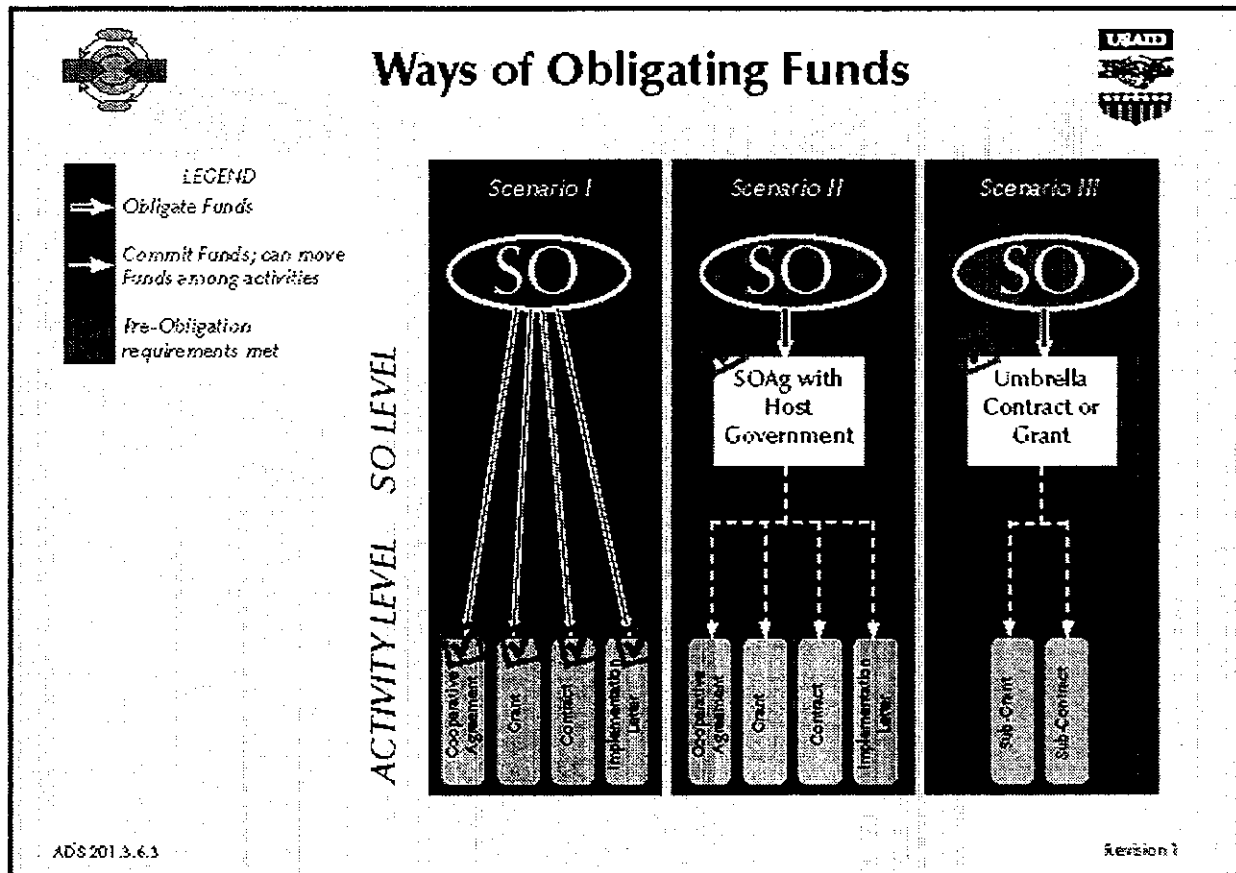
- a. Note that Pre-obligation requirements are normally fulfilled at the Strategic Objective level, and with a degree of detail appropriate to that level.
- b. SOAgS are only one of several possible obligating instruments.
- c. In cases where there are no SOAgS, pre-obligation requirements are met when other obligating instruments (e.g., contracts and grants) are awarded.

ADS References:

Pre-Obligation Requirements, 201.3.6.3, pp. 62-69



Graphic: Ways of Obligating Funds



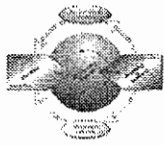
NOTE: OPTION 1 HAS A MISTAKE. AN IMPLEMENTING LETTER CANNOT BE USED TO OBLIGATE UNDER THIS SCENARIO.

Questions:

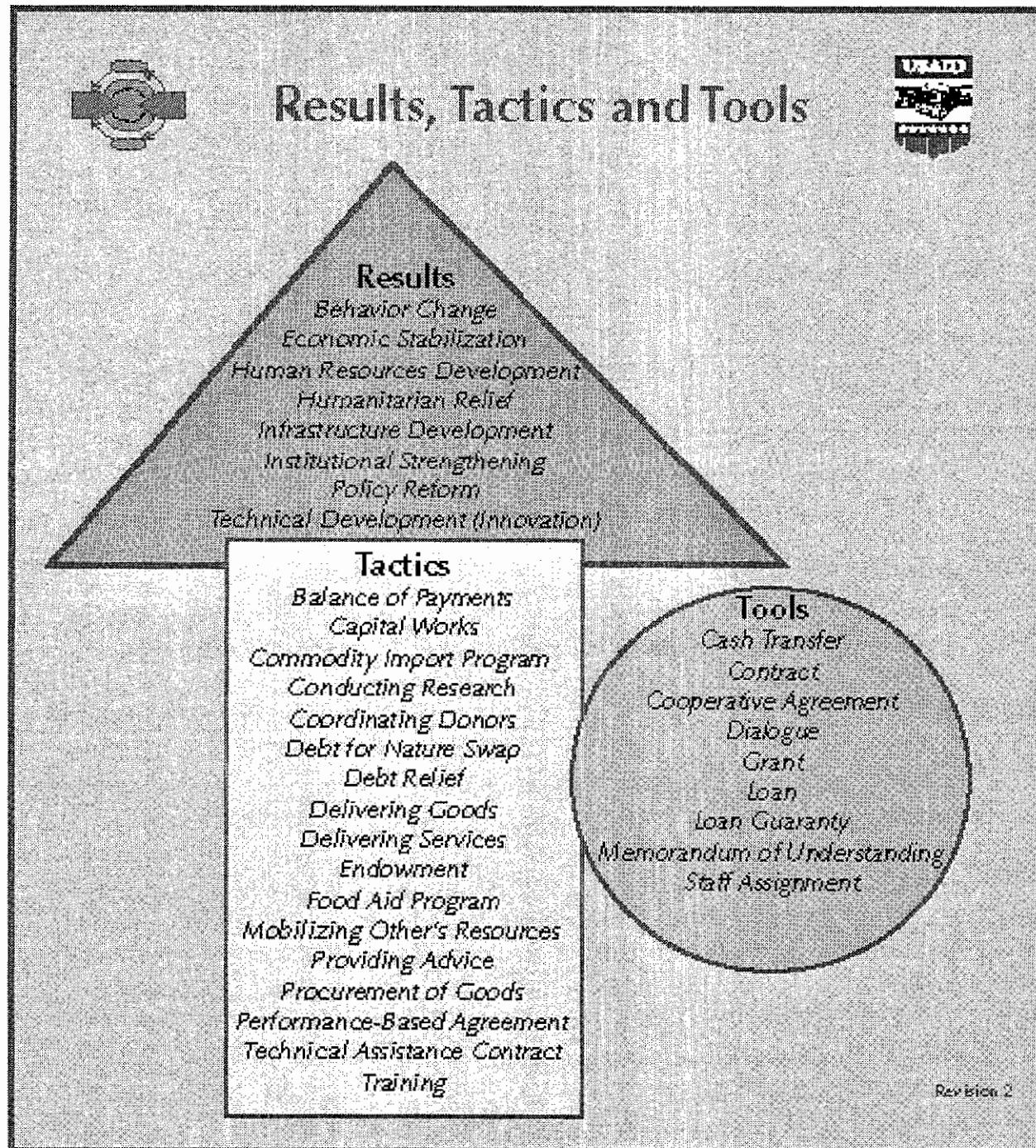
How does your Operating Unit obligate funds?

What are the benefits and/or drawbacks of the different obligating scenarios?

When are Congressional Notifications required?



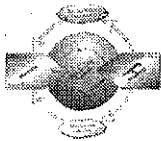
Graphic: Results, Tactics, Tools





Notes:

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14. Ten Steps in Activity Planning

Key Messages:

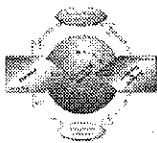
- a. An Activity Approval Document must be prepared for each activity or set of activities financed by USAID.
- b. In practice, USAID Operating Units normally obligate funds at the SO level and only later conduct "Activity planning". This sequence is permissible as long as:
 - the obligating instruments sets forth clear procedures as to how activities will be approved and the criteria for their approval; and
 - the activities are in fact adequately planned before implementation commences.
- c. It is ultimately the responsibility of the Operating Unit to decide whether activities have been adequately planned.

ADS References:

Ten Steps in Activity Design, 201.3.6.2, pp. 56-62

Activity:

Your group will be asked to discuss the guidance one or two of the Ten Steps in Activity Design. Relate how your Mission or Operating Unit meets this guidance.



ACHIEVING – MAKING IT WORK

15. Strategic Objective Teams

Key Messages:

- a. Achieving is interdependent on the other phases of the programming process.
- b. Teams are mandatory for all SOs at the achieving stage (See ADS 201.3.5, p. 51)
- c. SO Teams are not synonymous with technical offices.
- d. Whether teams are large or small, they should include or have access to all the skills they need to achieve planned results. This usually means that teams should include members from more than one USAID office, as well as from outside USAID such as the partners, customers and stakeholders are critical to the success of the SO (See ADS 201.3.5.4, p. 54).
- e. Membership and roles of the SO Team are often documented in Team Charters, but also may change over the course of SO planning and achieving (See ADS 202.3.1.1, p.5).
- f. Core members must be USG members. They carry out inherently governmental functions, though they are not the most important members and do not necessarily run the team (See ADS 201.3.5.2, p.52).
- g. FSN are USG members and can be core members of SO Teams.

ADS References:

- SO Teams, 200.3.4, 17-21
- Establishment of SO Teams, 201.3.5, pp. 51-54
- Reviewing Team Membership and Structure, 202.3.1.1, pp. 5-7

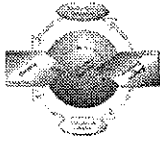


Activity:

Given the potential SO Team members listed below, decide on the membership of an ideal SO Team. Draw a picture or diagram of an ideal SO team on the flipchart paper provided.

- Activity Manager
- Ambassador
- Cognizant Technical Officer (CTO)
- Contracting Officer (CO)
- Contractor
- Controller
- Customer
- Department of State (DOS)
- Donors
- Embassy
- Executive Officer (EXO)
- Foreign Service National (FSN) Staff
- Grantee
- Host Country Government
- Host Country NGO
- Implementing Partner (IP)
- Ministry of X
- Mission Director
- Monitoring and Evaluation Staff
- Other US Government (USG) Staff
- Participating Agency Service Agreement (PASA) Staff
- Personal Services Contract (PSC) Staff
- Program Officer (PO)
- Project Development Officer (PDO)
- Regional Legal Advisor (RLA)
- Resources Support Services Agreement (RSSA) Staff
- Stakeholder
- Technical Advisors in AIDS and Child Survival (TAAC) Staff
- Technical Officer
- Third Country National (TCN) Staff
- US Direct Hire (USDH) Staff
- USAID/Regional
- USAID/Washington

Notes:



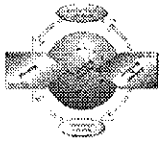
16. Working with Delegations of Authority

Key Messages:

- a. There are different kinds of delegations of authority: formal delegations, procurement-specific authorities, and team charters.
- b. Authorities are “loaned” or “shared”, never given away. The primary holder of the authority is still responsible. (See ADS 202.3.7.1, p. 25)
- c. Management must assure that individuals to whom authority is delegated have the proper skills. (See ADS 202.3.7.1, p. 25)
- d. While there is no single standard approach to organizing SO Teams, effective SO Teams should designate specific roles and responsibilities for each member.

ADS References:

Working Within the Delegation of Authority, 202.3.7.1, pp. 25-26



17. Managing Conflict of Interest

Key Messages:

- a. SO Teams must be vigilant in avoiding Conflicts of Interest, ensuring procurement integrity and complying with ethics rules.
- b. The risk of OCI can be minimized by seeking professional guidance from your RLA office and Contracts Office.

ADS References:

- Managing Vulnerability, 202.3.7, pp. 23-24
- Avoiding Conflict of Interest, 202.3.7.2, pp.26-27
- Conducting Audits, 202.3.7.3, p. 29



Activity:

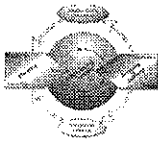
Select one scenario from the following pages according to your group. Determine whether the situation described implies an Organizational Conflict of Interest.

Customer Focus Group

Determine if the following scenario implies an Organizational Conflict of Interest. Be prepared to explain why or why not.

An expanded SOT for a democracy objective holds an annual orientation retreat to familiarize new SOT members, including newly arrived USAID staff and outside organizations, with the SOT's portfolio and operating procedures. The retreat agenda includes get-acquainted exchanges, substantive sessions regarding current and planned SOT activities, and review of the SOT's rules and procedures spelled out in an operating charter approved by the original SOT members.

At this retreat, the SOT's existing activities, carried out under both contracts and assistance instruments, may be discussed. Possible future activities also may be discussed. However, the retreat agenda, distributed to all participants beforehand, clarifies that no recommendations or decisions regarding future contract procurement actions, including possible extensions of existing contracts, will be made during these sessions. The SOT operating charter, to be reviewed at the retreat, also states that only the core SOT (USAID staff) will be involved in making decisions regarding funding and choice of instrument, and that external members will not be involved in discussions regarding identified upcoming contract procurements. While minutes might be kept of some sessions, the SOT decides it is not necessary to take minutes on a systematic basis during the retreat in view of the clear limits on discussions established in the SOT charter and retreat agenda.



Empowerment and Accountability Group

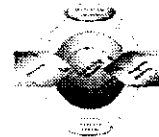
Determine if the following scenario implies an Organizational Conflict of Interest. Be prepared to explain why or why not.

An expanded SOT (including both USAID staff and outside organizations) holds a series of meetings to compose a list of possible future activities in furtherance of its child survival strategic objective. The SOT operating charter, states that only the core SOT (USAID staff) will be involved in making decisions regarding funding and choice of instrument, and that external members will not be involved in discussions regarding identified upcoming contract procurements. The series of meetings results in a list of possible future activities. However, no decision is taken and no specific implementation instrument is identified.

Valuing Diversity Group

Determine if the following scenario implies an Organizational Conflict of Interest. Be prepared to explain why or why not.

In anticipation of possible future funding, a core SOT (only USAID staff) writes to outside organizations, both members and non-members of the expanded SOT, soliciting their written views regarding possible activities that may be undertaken under its environment strategic objective. The core SOT includes technical staff familiar with organizations that work in this area and therefore is well able to identify several organizations to contact. The letter informs that the SOT is sending the same letter to a number of outside organizations and that suggestions received might be used in future SOT activities. Anticipating that some outside organizations might call USAID staff members rather than send written responses, the core SOT agrees that USAID staff may accept such calls and take notes regarding the organizations' suggestions. It is decided that USAID staff may inform callers that there might be future funding and that the exact activities and implementation instruments have not yet been determined. Several organizations respond in writing and by phone. Subsequently the funding comes through and the core SOT decides to proceed with a contract procurement. A subteam of the core SOT drafts the statement of work ("SOW") for the request for proposal ("RFP") using the organizations' responses as input.



Teamwork and Participation Group

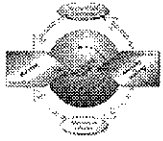
Determine if the following scenario implies an Organizational Conflict of Interest.

Former USAID employee P left the Agency eight months ago and now works for Organization E. When P worked for USAID he was an SOT member where he participated in preparing a list of activities to be carried out under the SOT. His involvement did not reach the point of identifying implementation instruments. After P's departure, the SOT followed up with certain activities on the list to create a program description for a competitive Request for Application (for a cooperative agreement). Organization E competes and is awarded the cooperative agreement. P wonders whether his participation in preparing the original list prevents him from representing Organization E before the U.S. Government on matters related to the cooperative agreement.

Managing for Results Group

Is Organization A prohibited from competing for the contract due to Organizational Conflict of Interest? Be prepared to explain why or why not.

The director of Organization A, which is an expanded SOT member working in the health care area in a Country X, volunteers to prepare for the SOT an assessment of the health care needs in Country X. Upon completion of the assessment, the expanded SOT discusses it. Subsequently, the core SOT meets and, taking into consideration the assessment and expanded SOT discussions, decides to proceed with a contract procurement. A subteam of the core SOT composed entirely of USAID employees then designs the SOW for the RFP. The subteam includes two USAID employees who have worked extensively in the health care area. In preparing the SOW, the subteam draws on the assessment, as well as knowledge obtained from the earlier expanded SOT meetings and firsthand experience. The final design includes many points identified in the assessment prepared by Organization A, as well as other points. Upon completing the SOW, the SOT subteam writes a brief memo outlining the range of resources it considered in reaching its informed decision regarding the best design for the SOT's objectives. Organization A, which prepared the assessment, would like to compete for the contract.



Accountability for Results Group

Is Organization X prohibited from competing for the contract due to Organizational Conflict of Interest? Be prepared to explain why or why not.

A core SOT has just made the decision to prepare an RFP for an upcoming contract procurement. The core SOT is seeking ways to obtain as much input as possible to be able to conduct an independent analysis in preparing the statement of work ("SOW") for the RFP. In addition, the core SOT is concerned that incumbent Contractor X, represented on the expanded SOT, may wish to propose on the upcoming contract procurement. Contractor X has not done work specifically towards design of the SOW for the upcoming procurement. However, USAID staff anticipate drawing on related work products Contractor X produced under its USAID contract in preparing the design.

The core SOT resolves the following:

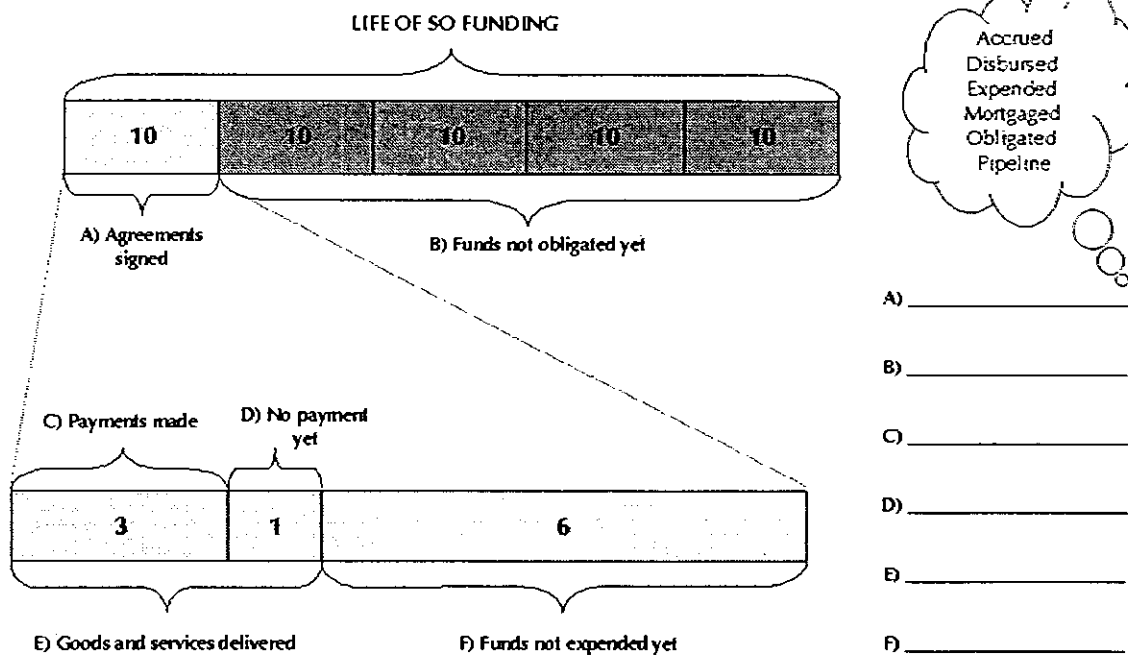
1. To hold brainstorming sessions of the expanded SOT, to consider possible activities for the SOW, with minutes kept;
2. USAID staff will not discuss the draft design with outside organizations other than in group meetings with minutes kept;
3. USAID will not discuss preliminary drafts of the evaluation criteria in the RFP with outside organizations and will consider whether to withhold other portions of preliminary drafts of the RFP for concern not to disclose source selection information;
4. Once the SOW has reached the point of a final draft, a draft RFP will be publicized and written comments accepted from outside organizations;
5. All non-sensitive work products produced by Contractor X under its USAID contract will be made available to all potential offerors on the Internet;
6. Portions of minutes of SOT and any other meetings leading towards development of the SOW attended by outside organizations will be made available to all potential offerors on the Internet; and
7. USAID staff will document sources drawn on, including the expanded SOT meeting discussions and responses to the draft RFP, in reaching their informed determination regarding the best design for the SOW.



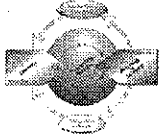
	Activity Manager	Cognizant Technical Officer (CTO)
Nominated by		
Designated by		
Authority Delegated from		
Responsibility		
When designated		
Qualifications		



Snapshot of Financial Management Concepts



For more information, consult the experts in your Financial Management or Contracts Office!



20. Dealing with the Unexpected

Key Messages:

- a. Effective teams are capable of adapting successfully to changing conditions.
- b. Capability to change needs to be built into SO Team operational practices.

ADS References:

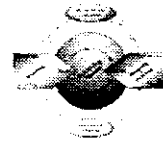
none

Activity:

Select the from the following messages according to your group:

To: Customer Focus Group
From: Mission Director
Date: February 2001
Subject: I've just received this news from Washington

I've just received the news from Washington that your SO is going to receive child survival funds for the remaining length of your SO and no family planning funds. Seeing as your table is a Family Planning SO and you have no child survival objective, let's meet tomorrow morning to discuss the situation. What are your recommendations?

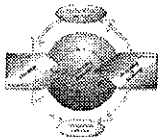


To: Empowerment and Accountability Group
From: Mission Director
Date: February 2001
Subject: I've just received this news from Washington

I've just received the news from Washington that your SO is going to receive extra Development Assistance funding for the new cyclone disaster relief objective. The extra funding would double your normal OYB, and these funds must be expended within one year! Let's meet tomorrow morning to discuss the situation. What are your recommendations?

To: Valuing Diversity Group
From: Mission Director
Date: February 2001
Subject: I've just received this news from Washington

The Department of State has requested that we redirect 50% of the funding from your SO to respond to a conflict in a remote region of the country. This request has major implications on your SO. Let's meet tomorrow morning to discuss the situation. What are your recommendations?



To: Teamwork and Participation Group
From: Mission Director
Date: February 2001
Subject: I've just received this news from Washington

I've just received the news from Washington that there have been some program budget cuts, and that you need to reduce the staff of your SO by 50%. I realize this has major implications on your SO and raises the question of whether a change in program structure, strategy and design is necessary. Let's meet tomorrow morning to discuss the situation. What are your recommendations?

To: Managing for Results Group
From: Mission Director
Date: February 2001
Subject: I've just received this news from Washington

I've just received the news from Washington that your order of 3 million condoms, which is 90% of your commodity stockpile for 2001, will not arrive until 2002. How will this impact our HIV/AIDS strategy? How can we adjust our HIV/AIDS SO? Let's meet tomorrow morning to discuss the situation. What are your recommendations?

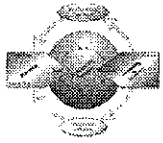


To: Accountability for Results Group
From: Mission Director
Date: February 2001
Subject: I've just received this news from Washington

I've just received the news from Washington that your order of 3 million condoms, which is 90% of your commodity stockpile for 2001, will not arrive until 2002, although funds have already been committed.. How will this impact our HIV/AIDS strategy? How can we adjust our HIV/AIDS SO? Let's meet tomorrow morning to discuss the situation. What are your recommendations?

Notes:

[illegible]



ASSESSING AND LEARNING - MAKING IT BETTER

21. Context for Performance-Informed Decision-Making

Key Messages:

- a. USAID uses information and knowledge to work toward desired results, to report on these results, and to amend programs to respond to lessons learned.
- b. ADS 203 provides clear and concrete guidance on data quality and on reducing audit risk.

ADS References:

Conceptual Framework, 203.3.2, pp. 5-8



Performance Indicator Quality Assessment Tool

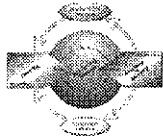
Indicator: _____

Relevant Result: _____

STANDARD	Yes	No	COMMENTS
<i>Is the indicator DIRECT?</i> <ul style="list-style-type: none"> Does it closely measure the result it is intended to measure? 			
<i>Is the indicator OBJECTIVE?</i> <ul style="list-style-type: none"> Is there general agreement over the interpretation of the results? 			
<i>Is the indicator PRACTICAL?</i> <ul style="list-style-type: none"> Are timely data available (i.e., is data current and available on regular basis)? 			
<i>Is the indicator ADEQUATE?</i> <ul style="list-style-type: none"> Does it merely indicate progress rather than attempt to fully describe everything an activity accomplishes? Taken as a group, are the indicator and its companion indicators the minimum necessary to ensure that progress toward the given result is sufficiently captured? 			

Further Questions to keep in mind for best practice:

- 1) Is the indicator DISAGGREGATED, if appropriate?
- 2) Is the indicator a RESULTS measure?
 - Impact of services
 - Quality of products
 - Customer satisfaction
 - Costs/Efficiency
 - Timeliness
- 3) Is the indicator USEFUL for management?
- 4) Is the indicator CREDIBLE?
- 5) Is the indicator EASY to understand, communicate, and use?



23. Portfolio Reviews

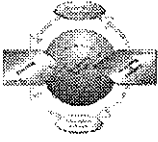
Key Messages:

- a. A portfolio review is a formalized way of stepping back from the day-to-day and looking at an activity in context.
- b. A portfolio review must be conducted once a year.
- c. The portfolio review gives vital input to the R4, evaluations, and special studies.

ADS References:

Portfolio Reviews, 203.3.3, pp. 12-16

Page 61



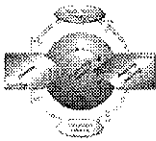
24. Evaluations

Key Messages:

- a. An evaluation can provide a systematic way to gain insights and reach judgments about the effectiveness of specific activities, the validity of a development hypothesis, the utility of performance monitoring efforts, or the impact of other changes in the development setting on achievement of results.
- b. The scope and level of effort of an evaluation varies according to management needs and resources available.
- c. Well-documented evaluation findings promote improved SO responsiveness and learning.

ADS References:

Evaluations, 203.3.4, pp. 16-21



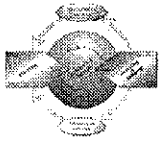
25. Reporting

Key Messages:

- a. To understand how information reported in the R4 is utilized at different Agency levels to contribute to a variety of decisions.
- b. To know the components of the R4 report.
- c. To know of the reporting procedures for activities not covered in an R4.
- d. To know the concepts and process for the Annual Resource Request/R4.
(202.3.5.4 p. 19; ADS 203, pp. 23-25)

ADS References:

Results Review and Resource Request (R4), 203.3.6, pp. 23-33



26. Strategic Objective Close Out Report

Key Messages:

- a. SO Teams must produce a brief “close out” report for each SO that is completed or terminated.
- b. The SO close-out report is the last performance narrative for the entire life of the SO, summarizing the overall experience in achieving intended results as well as providing references to related materials and sources of information.
- c. The SO close out report is included as a special annex to the R4 report.

ADS References:

Strategic and Special Objective Close Out Report, 203.3.7, pp. 33-35

Annex A:

**ADS 103: Delegation to U.S. Citizen Personal Services Contractors
(USPSCs) and Non-U.S. Citizen Employees**

ADS 103.3.1.1 Delegation to U.S. Citizen Personal Services Contractors (USPSCs) and Non-U.S. Citizen Employees

a. Notwithstanding any other provision of USAID directives, regulations, or delegations, U.S. citizen personal services contractors (USPSCs) and non-U.S. citizen employees (host country and third country Personal Service Contractors (PSCs) and direct-hire employees) may be delegated or assigned any authority, duty or responsibility, delegable to U.S. citizen direct-hire employees (USDH employees) except that:

- 1.** They may not supervise USDH employees of USAID or other U.S. Government agencies. They may supervise USPSCs and non-U.S. citizen employees.
- 2.** They may not be designated a contracting officer or delegated authority to sign obligating or sub-obligating documents.
- 3.** They may represent the Agency, except that communications that reflect a final policy, planning or budget decision of the agency must be cleared by a USDH employee.
- 4.** They may participate in personnel selection matters but may not be delegated authority to make a final decision on personnel selection.

b. Exceptions. Exceptions to the limitations in paragraph a. must be approved by the Assistant Administrator for the Bureau for Management (AA/M). The AA/M has delegated to the Director, M/OP the authority to issue limited contracting warrants to USPSC Executive Officers meeting the conditions in the memorandum entitled "Issuance of Warrants to Personal Services Contractors (PSC's) Serving as Executive Officers," dated August 23, 1996. The authority of Executive Officers to sign leases in ADS 103.3.20 is an exception, i.e., under ADS 103.3.20 a USPSC serving as an Executive Officer can sign leases. **(See 103.3.20)**

Annex B:

**PPC General Notice on Revised USAID Programming Policy
and Compliance Dates**

@USAID Privacy • Bureaus • Sectors • Regions • Missions • Resources • References • Search



Menu:

Date: 09/01/2000

Subject: Revised USAID Programming Policy (ADS 200-203 Release)

Type: Policy

Number: 2

Agency Notice Message:

POLICY

USAID/General Notice
PPC
09/01/2000

Subject: Revised USAID Programming Policy (ADS 200-203 Release)

This notice is to advise all USAID staff that new and improved programming policy guidance (attached) has been completed and is in effect as of the date of this notice. Because this new guidance includes a significant number of required and auditable procedures for managing USAID programs, it is extremely important that all staff become familiar with the changes that have been made. The policy applies to all program funded strategies and activities managed by USAID. It is contained in four new ADS Chapters (200, 201, 202, and 203) which replace the previous chapters (201, 202, and 203) and all previously unincorporated portions of Handbooks 1a and 1b.

PPC, working in close collaboration with M/OP, M/HR, GC, and regional and central Bureaus, made a special effort during the past year to review and consolidate our collective experience in results-based program management. Based on Agency-wide feedback and requests for more complete and clearer guidance, a special ADS drafting team was formed to develop the four new ADS chapters (200-203). The new text has been the subject of extensive vetting throughout the Agency. Comments received from both the field and Washington have greatly improved the utility and quality of the final product.

The newly revised ADS 200-203 Chapters reflect the best and most current thinking on results management and reporting for development organizations such as USAID. It is the best resource available to understand how USAID operates and what is expected of its Operating Units. It should be highly useful and accessible to seasoned professionals and new hires alike, as well as our development partners.

You will find that most of the procedures described in the new chapters are similar to those established when the ADS was first issued in 1995. In many cases, clarification has been provided on how to meet this guidance. In other cases there are some new procedures that have been put in place to address management needs. PPC also added several new provisions that address recent audit findings, including:

Improved quality of results reported by USAID operating units;

Clearer guidelines on use of 632a and b;

Additional provisions related to internal controls on R-4s; and,

Clarification of procedures related to USAID-funded activities in non-presence countries not submitting R4s.

The timeframe below is designed to provide sufficient time for operating units to comply with changes in these revised ADS chapters and related audit findings.

We recognize that integrating these changes into USAID programs will take some time. For many Bureaus and operating units a number of the items noted below may already be in place, but given some of the changes in this version all operating units and Bureaus are encouraged to revalidate their compliance. To accommodate the needs of Bureaus and operating units in the field and Washington, the following timeframe detailing compliance periods for specific sections of the ADS apply:

Parameter Setting: Bureaus should begin phasing in the new parameter setting guidance contained in ADS 201 as soon as possible. Parameters messages for development of new strategic plans must be followed in all cases starting October 1, 2000.

Strategic Plans and Amendments: Strategic Plans and amendments that are submitted for Bureau-level review and approval after October 1, 2000, must comply with the new guidance in ADS 201.

Activity Approval Documentation: All new activities or amendments to existing activities, projects or results packages, developed after October 1, 2000, must comply with the revised documentation and approval procedures described in ADS 201.

Indicator Quality Standards for R4 and other external reporting: New indicator quality standards have been developed that apply to data reported in R4 reports and other external Agency reports. These standards address a significant area of vulnerability for USAID. All Operating units are expected to comply with these new standards in their next R4 report submission in the spring of 2001. Agency reports produced for submission to oversight agencies (i.e.; OMB, GAO & Congress) after March 31, 2001 will meet these standards.

Performance Monitoring Plans (PMPs): More detailed guidance has been provided on development of performance monitoring plans that support performance management R4 reporting. Documentation is required to meet audit requirements. All units and SO Teams must update their PMPs to meet the new guidance by June 1, 2001.

SO Teams: Significant clarification has been provided on how to establish SO Teams and how to ensure that roles of team members meet various restrictions related to inherently governmental functions and procurement integrity (ADS 201 and 202). All operating units are expected to have fully applied this guidance by March 31, 2001.

Gender Integration: Procedures to ensure appropriate attention to gender issues in USAID activities have been

significantly revised (see ADS 201). Operating Units should ensure that the special pre-obligation requirement related to gender analysis in ADS 201.3.6.3 be completed for new contracts and grants solicitations beginning October 1, 2000. ADS 301 and 302 will be revised to reflect the new requirements spelled out in ADS 201.

All other requirements described in the four new ADS chapters should be phased in by October 31, 2000. Operating Units that may require variations from the compliance periods provided in this notice should raise this with their Bureau Program Office. Bureau Program Offices may provide a more detailed compliance plan for individual units or a Bureau for concurrence by PPC, M and GC between now and November 1, 2000.

To facilitate awareness and get the message out to staff and development partners, we have taken the unusual step of providing the new chapters in three ways: 1) attached to this notice is an MS Word version of all four chapters; 2) printed copies will be produced and distributed on a one-time-basis along with briefing materials to orient staff; and 3) per standard procedures, the new ADS chapters have been posted on the official USAID ADS web site (<http://www.usaid.gov/pubs/ads/>) and will be included in the next scheduled update of the ADS CD ROM in October.

Briefing materials for use in Missions and Washington offices, including powerpoint presentations are being posted on a special PPC web site (<http://www.dec.org/partners/mfr/ads/>). This web site will include answers to frequently asked questions and will be the long-term repository of examples, best practices and other case material. A special PPC team has been formed to address questions you may have about implementation of this guidance.

Point of Contact: Any questions concerning this Notice may be directed to Tony Pryor, PPC/PC, (202) 712-4197 or topryor@usaid.gov.

Notice 0901

Attachment 1 [ADS 200 - Introduction to Managing for Results](#)

Attachment 2 [ADS 201 - Planning](#)

Attachment 3 [ADS 202 - Achieving](#)

Attachment 4 [ADS 203 - Assessing and Learning](#)

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Annex C:

ADS Mandatory Reference 350:
Strategic Objective Grant Agreement (SOAg)

ADS Mandatory Reference: 350
ADS Supplementary Reference: N/A
File Name: ads16/35051m.doc

1. SOAG Principal Text.

USAID Grant Agreement No. _____

STRATEGIC OBJECTIVE GRANT AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND

[NAME OF COUNTRY]

FOR

[]

Dated:

Mandatory Reference 350

Strategic Objective Grant Agreement

Table of Contents

Article 1: Purpose.

Article 2: Strategic Objective and Results.

Section 2.1.	The Strategic Objective.
Section 2.2.	Results.
Section 2.3.	Annex 1, Amplified Description.

Article 3: Contributions of the Parties.

Section 3.1.	USAID Contribution.
Section 3.2.	Grantee Contribution.

Article 4: Completion Date.

Article 5: Conditions Precedent to Disbursement.

Section 5.1.	First Disbursement.
Section 5.2.	Additional Disbursement.
Section 5.3.	Notification.
Section 5.4.	Terminal Dates for Conditions Precedent

Article 6: Special Covenants.

Article 7: Miscellaneous.

Section 7.1.	Communications.
Section 7.2.	Representatives.
Section 7.3.	Standard Provisions Annex.
Section 7.4.	Language of Agreement.

Mandatory Reference 350

STRATEGIC OBJECTIVE GRANT AGREEMENT

Dated:

Between

The United States of America, acting through the United States Agency for International Development ("USAID").

and

[Name of Country] (hereinafter referred to as the "Grantee")

Article 1: Purpose.

The purpose of this Strategic Objective Grant Agreement ("Agreement") is to set out the understanding of the parties named above (the "Parties") about the Strategic Objective described below.

Article 2: Strategic Objective and Results.

Section 2.1. Strategic Objective. The Strategic Objective ("Objective") is to [describe objective].

Section 2.2. Results. In order to achieve that Objective, the Parties agree to work together to achieve the following Results: [describe Results and, either here or in Annex 1, the indicators by which achievement of Results will be measured]. Within the limits of the definition of the Objective in Section 2.1, this Section 2.2 [insert "may" or "may not"] be changed by written agreement of the authorized representatives of the Parties without formal amendment to the Agreement.

Section 2.3. Annex 1, Amplified Description. Annex 1, attached, amplifies the above Objective and Results. Within the limits of the above [Option 1 (changes to Annex 1 limited by definition of Strategic Objective): "definition of the Objective in Section 2.1,."] [Option 2 (changes to Annex 1 limited by both Strategic Objective and Results sections) : "definitions of the Objective in Section 2.1 and the Results in Section 2.2,"] Annex 1 may be changed by written agreement of the authorized representatives of the Parties without formal amendment of this Agreement.

Article 3. Contributions of the Parties.

Section 3.1. USAID Contribution.

(a) The Grant. To help achieve the Objective set forth in this Agreement, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, hereby grants to the Grantee under the terms of the Agreement not to exceed _____ United States ("U.S.") Dollars (\$_____) (the "Grant").

[If incrementally funded, insert the following paragraph (b)]

(b) Total Estimated USAID Contribution. USAID's total estimated contribution to achievement of the Objective will be U.S.

\$ _____, which will be provided in increments. Subsequent increments will be subject to the availability of funds to USAID for this purpose and the mutual agreement of the Parties, at the time of each subsequent increment, to proceed.

(c) If at any time USAID determines that its contribution under Section 3.1(a) exceeds the amount which reasonably can be committed for achieving the Objective or Results or activities during the current or next U.S. fiscal year, USAID may, upon written notice to the Grantee, withdraw the excess amount, thereby reducing the amount of the Grant as set forth in Section 3.1(a). [If incrementally funded, insert the following: "Actions taken pursuant to this subsection will not revise USAID's total estimated contribution set forth in 3.1(b)." If NOT incrementally funded, insert the following: "Actions taken pursuant to this subsection will not revise USAID's total estimated contribution below that set forth in 3.1(a), subject to the availability of funds to USAID for this purpose and the mutual agreement of the Parties, at the time of each subsequent increment, to proceed."]

Section 3.2. Grantee Contribution.

(a) The Grantee agrees to provide or cause to be provided all funds, in addition to those provided by USAID and any other donor identified in Annex 1, and all other resources required to complete, on or before the Completion Date, all activities necessary to achieve the Results.

(b) The Grantee's contribution will not be less than the equivalent of U.S. \$ [], including in-kind contributions. The Grantee will report at least annually in a format to be agreed upon with USAID on its cash and "in-kind" contributions.

[If Grantee contribution is to be tied to USAID increments or subject to conditions, the following or other appropriate language may be inserted in lieu of (b) above:

"(b) The Grantee's contribution, based on USAID's contribution in section 3.1(a), will not be less than the equivalent of U.S. \$ [], including in-kind contributions. The Grantee's Total Estimated Planned Contribution to the Objective will not be less than the equivalent of U.S. \$ [], including in-kind contributions, subject to availability of funds to the Grantee for this purpose, the mutual agreement of the Parties, at the time of each subsequent increment, to proceed, and USAID providing the total estimated amount in Section 3.1(b). The Grantee will report at least annually in a format to be agreed upon with USAID on its cash and "in-kind" contributions."]

Article 4: Completion Date.

(a) The Completion Date, which is [insert date], or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all the activities necessary to achieve the Objective and Results will be completed.

(b) Except as USAID may otherwise agree to in writing, USAID will not issue or approve documentation which would authorize disbursement of the Grant for services performed or goods furnished after the Completion Date.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, are to be received by USAID no later than nine (9) months following the Completion Date, or such other period as USAID agrees to in writing before or after such period. After such period USAID, at any time or times, may give notice in writing to the Grantee and reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, were not received before the expiration of such period.

Article 5: Conditions Precedent to Disbursement.

Section 5.1. First Disbursement. Prior to the first disbursement under the Grant, or to the issuance by USAID of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to USAID in form and substance satisfactory to USAID:

[Insert conditions precedent to first disbursement, such as:

"(a) An opinion of counsel acceptable to USAID that this Agreement has been duly authorized or ratified by, and executed on behalf of the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms; and

"(b) A statement in the name of the person holding or acting in the office of the Grantee specified in Section 7.2, and of any additional representatives, together with a specimen signature of each person specified in such statement."

(c) [Additional conditions as determined by the Operating Unit]]

[If there are conditions precedent to additional disbursement insert the following:]

Section 5.2. Additional Disbursement. Prior to additional disbursement under the Grant, or to the issuance by USAID of documentation pursuant to which additional disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to USAID, in form and substance satisfactory to USAID:

[Insert conditions precedent to additional disbursement.]

Section 5.3. Notification. USAID will promptly notify the Grantee when USAID has determined that a condition precedent has been met.

Section 5.4. Terminal Dates for Conditions Precedent.

(a) The terminal date for meeting the conditions specified in Section 5.1 is [] days from the date of this Agreement or such later date as USAID may agree to in writing before or after the above terminal date. If the conditions precedent in Section 5.1 have not been met by the above terminal date, USAID, at any time, may terminate this Agreement by written notice to the Grantee.

[If there is a terminal date(s) for conditions precedent to additional

disbursement insert the following:]

(b) The terminal date for meeting the conditions specified in Section 5.2 is [] days from the date of this Agreement or such later date as USAID may agree to in writing before or after the above terminal date. If the conditions precedent in Section 5.2 have not been met by the above terminal date, USAID, at any time, may cancel the undisbursed balance of the Grant, to the extent not irrevocably committed to third parties, and terminate this Agreement by written notice to the Grantee.

Article 6: [Optional article for special covenants.]

Article 7: Miscellaneous.

Section 7.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram, telefax or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To USAID:

Mail Address:
United States Agency for International Development

Alternate address for cables:

Telefax:

To the Grantee:

Mail Address:
Alternate address for cables:
Telefax:

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

Section 7.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the Office of [] and USAID will be represented by the individual holding or acting in the Office of [], each of whom, by written notice, may designate additional representatives for [insert "all purposes" or specific purposes and any conditions governing actions of additional representatives, e.g. other than signing formal amendments to the Agreement or exercising the power under Sections 2.2 or 2.3 to revise the Results or Annex 1]. The names of the representatives of the Grantee, with specimen signatures, will be provided to USAID, which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 7.3. Standard Provisions Annex. A "Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

Section 7.4. Language of Agreement. This Agreement is prepared in both English and [French, Spanish, etc.]. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the United States of America and the Grantee, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

[NAME OF COUNTRY OR GRANTEE]

By:

Name:

Title:

By:

Name:

Title:

SOAG Annex 1
Amplified Description

I. Introduction.

This annex describes the activities to be undertaken and the results to be achieved with the funds obligated under this Agreement. Nothing in this Annex 1 shall be construed as amending any of the definitions or terms of the Agreement.

II. Background.

[Description of the problem(s) being addressed at the macro, sectoral or subsectoral level]

III. Funding.

Financial Plan. The financial plan for the Program is set forth in the attached table.

[Suggested language on the discretion to amend the Financial Plan: "Changes may be made to the financial plan by representatives of the Parties without formal amendment to the Agreement, if such changes do not cause (1) USAID's contribution to exceed the amount specified in Section 3.1 of the Agreement, or (2) the Grantee's contribution to be less than the amount specified in Section 3.2 of the Agreement."]

IV. Results To Be Achieved/Results Framework.

[Using the results framework, list the essential or significant results here or in the Agreement.]

V. Indicators.

[State interim and final measurable indicators.]

VI. Activities/Activity Selection.

[Either state the specific activities to be financed under the SOAG or, if specific activities are not yet identified, the objective criteria and procedures for selection of actual activities.]

VII. Roles and Responsibilities of the Parties.

[Discussion of involvement of other partners and customers should be included.]

VIII. Monitoring and Evaluation.

IX. Other Implementation Issues.

[For example, with respect to the audit provisions of B.5 of the Standard Provisions Annex, there could be provisions on the methodology, funding and timing of audits of host country contractors and other subrecipients receiving funds directly from the Grantee and agreement that for

Annex 1

Page 2

subrecipients receiving funds directly from USAID that in lieu of an audit plan, their grants and contracts will contain the necessary audit provisions.]

Mandatory Reference 350

Annex 2
Standard Provisions

Table of Contents

Article A: Definitions and Implementation Letters.

- Section A.1. Definitions.
- Section A.2. Implementation Letters.

Article B: General Covenants.

- Section B.1. Consultation.
- Section B.2. Execution of Agreement.
- Section B.3. Utilization of Goods and Services.
- Section B.4. Taxation.
- Section B.5. Reports and Information, Agreement Books and Records,
Audits, and Inspections
- Section B.6. Completeness of Information.
- Section B.7. Other Payments.
- Section B.8. Information and Marking.

Article C: Procurement Provisions.

- Section C.1. Source and Origin.
- Section C.2. Eligibility Date.
- Section C.3. Plans, Specifications and Contracts.
- Section C.4. Reasonable Price.
- Section C.5. Notification to Potential Suppliers.
- Section C.6. Shipping.
- Section C.7. Insurance.
- Section C.8. U.S. Government -Owned Excess Property.

Article D: Disbursements.

- Section D.1. Disbursement for Foreign Exchange Costs.
- Section D.2. Disbursement for Local Currency Costs.
- Section D.3. Other Forms of Disbursement.
- Section D.4. Rate of Exchange.

Article E: Termination; Remedies.

- Section E.1. Suspension and Termination.
- Section E.2. Refunds.
- Section E.3. Nonwaiver of Remedies.
- Section E.4. Assignment.

Article F: Miscellaneous.

- Section F.1. Job Loss, Export Processing Zones and Workers'
Rights.
- Section F.2. Voluntary Family Planning.

Section F.3. Prohibition on Assistance to Drug Traffickers

Standard Provisions

Article A: Definitions and Implementation Letters.

Section A.1. Definitions. As used in this Annex, the "Agreement" refers to the Strategic Objective Grant Agreement to which this Annex is attached and of which this Annex forms a part. Terms used in this Annex have the same meaning or reference as in the Agreement.

Section A.2. Implementation Letters. To assist the Grantee in the implementation of the Agreement, USAID, from time to time, will issue Implementation Letters that will furnish additional information about matters stated in this Agreement. The Parties may also issue jointly agreed-upon Implementation Letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement. Implementation Letters can also be issued to record revisions or exceptions which are permitted by the Agreement.

Article B: General Covenants.

Section B.1. Consultation. The Parties will cooperate to assure that the Objective and Results of this Agreement will be accomplished. To this end, the Parties, at the request of either, will exchange views on progress towards the Objective and Results, the performance of obligations under this Agreement, the performance of any consultants, contractors, or suppliers engaged under the Agreement, and other matters relating to the Agreement.

Section B.2. Execution of Agreement. The Grantee will:

(a) Carry out the Agreement or cause it to be carried out with due diligence and efficiency, in conformity with sound technical, financial, and management practices, and in conformity with those documents, plans, specifications, contracts, schedules, or other arrangements, and with any modifications therein, approved by USAID pursuant to this Agreement; and

(b) Provide qualified and experienced management for, and train such staff as may be appropriate for the maintenance and operation of activities financed under the Agreement, and, as applicable for continuing activities, cause those activities to be operated and maintained in such manner as to assure the continuing and successful achievement of the Objective and Results of the Agreement.

Section B.3. Utilization of Goods and Services.

(a) Any goods and services financed under this Agreement, unless otherwise agreed in writing by USAID, will be devoted to the Agreement until the completion or termination of the Agreement, and thereafter (as well as during any period of suspension of the Agreement) will be used to further the Objective of the Agreement and as USAID may direct in Implementation Letters.

(b) Goods or services financed under this Agreement, except as USAID may otherwise agree in writing, will not be used to promote or assist a foreign aid project or activity associated with or financed by a country not included in USAID Geographic Code 935 as in effect at the time of such use.

Section B.4. Taxation. [See ADS 350.5.1c for appropriate use of this clause or alternative language.]

(a) General Exemption. The Agreement and the assistance thereunder are free from any taxes imposed under laws in effect in the territory of the Grantee.

(b) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to, but is not limited to (1) any activity, contract, grant or other implementing agreement financed by USAID under this Agreement; (2) any transaction or supplies, equipment, materials, property or other goods (hereinafter collectively "goods") under (1) above; (3) any contractor, grantee, or other organization carrying out activities financed by USAID under this Agreement; (4) any employee of such organizations; and (5) any individual contractor or grantee carrying out activities financed by USAID under this Agreement.

(c) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to, but is not limited to, the following taxes:

(1) Exemption 1. Customs duties, tariffs, import taxes, or other levies on the importation, use and re-exportation of goods or the personal belongings and effects (including personally owned automobiles) for the personal use of non-national individuals or their family members.

Exemption 1 includes, but is not limited to, all charges based on the value of such imported goods, but does not include service charges directly related to services performed to transfer goods or cargo.

(2) Exemption 2. Taxes on the income, profits or property of all (i) non-national organizations of any type, (ii) non-national employees of national and non-national organizations, or (iii) non-national individual contractors and grantees. Exemption 2 includes income and social security taxes of all types and all taxes on the property, personal or real, owned by such non-national organizations or persons. The term "national" refers to organizations established under the laws of the Grantee and citizens of the Grantee, other than permanent resident aliens in the United States.

(3) Exemption 3. Taxes levied on the last transaction for the purchase of goods or services financed by USAID under this Agreement, including sales taxes, value-added taxes (VAT), or taxes on purchases or rentals of real or personal property. The term "last transaction" refers to the last transaction by which the goods or services were purchased for use in the activities

financed by USAID under this Agreement.

(d) If a tax has been levied and paid contrary to the provisions of an exemption, USAID may, in its discretion, (1) require the Grantee to refund to USAID or to others as USAID may direct the amount of such tax with funds other than those provided under the Agreement, or (2) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the Parties.

(e) In the event of a disagreement about the application of an exemption, the Parties agree to promptly meet and resolve such matters, guided by the principle that the assistance furnished by USAID is free from direct taxation, so that all of the assistance furnished by USAID will contribute directly to the economic development of the country of the Grantee.

Section B.5. Reports and Information, Agreement Books and Records, Audits, and Inspections.

(a) Reports and Information. The Grantee shall furnish USAID accounting records and such other information and reports relating to the Agreement as USAID may reasonably request.

- (b) Grantee Agreement Books and Records. The Grantee shall maintain accounting books, records, documents and other evidence relating to the Agreement, adequate to show, without limitation, all costs incurred by the Grantee under the Agreement, the receipt and use of goods and services acquired under the Agreement by the Grantee, agreed-upon cost sharing requirements, the nature and extent of solicitations of prospective suppliers of goods and services acquired by the Grantee, the basis of award of Grantee contracts and orders, and the overall progress of the Agreement toward completion ("Agreement books and records"). The Grantee shall maintain Agreement books and records in accordance with generally accepted accounting principles prevailing in the United States, or at the Grantee's option, with approval by USAID, other accounting principles, such as those (1) prescribed by the International Accounting Standards Committee (an affiliate of the International Federation of Accountants) or (2) prevailing in the country of the Grantee. Agreement books and records shall be maintained for at least three years after the date of last disbursement by USAID or for such longer period, if any, required to resolve any litigation, claims or audit findings.

(c) Grantee Audit. If \$300,000 or more of USAID funds are expended directly by the Grantee in its fiscal year under the Agreement, the Grantee shall have financial audits made of the expenditures in accordance with the following terms, except as the Parties may otherwise agree in writing:

(1) With USAID approval, the Grantee shall use its Supreme Audit Institution or select an independent auditor in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General ("Guidelines"), and the audits

shall be performed in accordance with the "Guidelines"; and

(2) The audit shall determine whether the receipt and expenditure of the funds provided under the Agreement are presented in accordance with generally accepted accounting principles agreed to in section (b) above and whether the Grantee has complied with the terms of the Agreement. Each audit shall be completed no later than nine months after the close of the Grantee's year under audit.

* (d) Subrecipient Audits. The Grantee, except as the Parties may otherwise agree in writing, shall submit to USAID, in form and substance satisfactory to USAID, a plan for the audit of the expenditures of "covered" subrecipients, as defined below, that receive funds under this Agreement pursuant to a direct contract or agreement with the Grantee.

(1) A "covered" subrecipient is one who expends \$300,000 or more in its fiscal year in "USAID awards" (i.e., as recipients of USAID cost reimbursable contracts, grants or cooperative agreements and as sub-recipients under USAID strategic objective and other grant agreements with foreign governments).

(2) The plan shall describe the methodology to be used by the Grantee to satisfy its audit responsibilities for covered subrecipients. The Grantee may satisfy such audit responsibilities by relying on independent audits of the subrecipients; expanding the scope of the independent financial audit of the Grantee to encompass testing of subrecipients' accounts; or a combination of these procedures.

(3) The plan shall identify the funds made available to covered subrecipients that will be covered by audits conducted in accordance with other audit provisions that would satisfy the Grantee's audit responsibilities. (A nonprofit or organization organized in the United States is required to arrange for its own audits. A for-profit contractor organized in the United States that has a direct contract with USAID is audited by the cognizant U.S. Government Agency. A private voluntary organization organized outside the United States with a direct grant from USAID is required to arrange for its own audits. A host-country contractor should be audited by the Grantee's auditing agency.)

(4) The Grantee shall ensure that covered subrecipients under direct contracts or agreements with the Grantee take appropriate and timely corrective actions; consider whether subrecipients' audits necessitate adjustment of its own records; and require each such subrecipient to permit independent auditors to have access to records and financial statements as necessary.

(e) Audit Reports. The Grantee shall furnish or cause to be furnished to USAID an audit report for each audit arranged for by the Grantee in accordance with this Section within 30 days after completion of the audit and no later than nine months after the end of the period under audit.

(f) Other Covered Subrecipients. For "covered" subrecipients who receive funds under the Agreement pursuant to direct contracts or agreements with USAID, USAID will include appropriate audit requirements in such contracts or agreements and will, on behalf of the Grantee, conduct the follow-up activities with regard to the audit reports furnished pursuant to such requirements.

(g) Cost of Audits. Subject to USAID approval in writing, costs of audits performed in accordance with the terms of this Section may be charged to the Agreement.

- (h) Audit by USAID. USAID retains the right to perform the audits required under this Agreement on behalf of the Grantee by utilizing funds under the Agreement or other resources available to USAID for this purpose, conduct a financial review, or otherwise ensure accountability of organizations expending USAID funds regardless of the audit requirement.
- (i) Opportunity to Audit or Inspect. The Grantee shall afford authorized representatives of USAID the opportunity at all reasonable times to audit or inspect activities financed under the Agreement, the utilization of goods and services financed by USAID, and books, records and other documents relating to the Agreement.
- (j) Subrecipient Books and Records. The Grantee will incorporate paragraphs (a), (b), (d), (e), (g), (h) and (i) of this provision into all subagreements with non-U.S. organizations which meet the \$300,000 threshold of paragraph (c) of this provision. Subagreements with non-U.S. organizations, which do not meet the \$300,000 threshold, shall, at a minimum, incorporate paragraphs (h) and (i) of this provision. Subagreements with U.S. organizations shall state that the U.S. organization is subject to the audit requirements contained in OMB Circular A-133.

Section B.6. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed USAID, or caused USAID to be informed, in the course of reaching agreement with USAID on the Agreement, are accurate and complete, and include all facts and circumstances that might materially affect the Agreement and the discharge of responsibilities under this Agreement; and

(b) that it will inform USAID in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Agreement or the discharge of responsibilities under this Agreement.

Section B.7. Other Payments. Grantee affirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Agreement, except fees, taxes, or similar payments legally established in the country of the Grantee.

Section B.8. Information and Marking. The Grantee will give appropriate publicity to the Agreement as a program to which the United States has contributed, identify Agreement activity sites, and mark goods financed by USAID, as described in Implementation Letters.

Article C: Procurement Provisions.

Section C.1. Source and Origin.

C.1. Source and Origin. [If the authorized Geographic Code for foreign exchange procurement is Code 000, insert the following paragraph (a):

(a) Foreign Exchange Costs. Disbursements for Foreign Exchange Costs will be used exclusively to finance the costs of goods and services required for the Agreement having, with respect to goods, their source and origin and, with respect to the suppliers of goods and services, their nationality, in the United States (USAID Geographic Code 000), except as USAID may otherwise agree in writing.

[Alternatively, if the authorized Geographic Code for foreign exchange procurement is other than Code 000, insert the following paragraph (a):

(a) Foreign Exchange Costs. Disbursements for Foreign Exchange Costs will be used exclusively to finance the costs of goods and services required for the Agreement having, with respect to goods, their source and origin and, with respect to the suppliers of goods and services, their nationality, in countries included in Geographic Code ____ as in effect at the time orders are placed or contracts entered into for such goods or services, except as USAID may otherwise agree in writing and as follows:

(1) Ocean transportation costs shall be financed under the Agreement only on vessels under flag registry of countries included in Code 935. Also see Section C.6 on use of U.S. flag vessels.

(2) The country of the Grantee is an eligible source for Foreign Exchange Cost for marine insurance, if otherwise eligible under Section C.7(a).

(3) Any motor vehicles financed under the Agreement will be of United States manufacture, except as USAID may otherwise agree in writing.]

(b) Local Currency Costs. Disbursements for Local Currency Costs will be used exclusively to finance the costs of goods and services required for the Agreement which meet the requirements of USAID's local procurement policy which will be provided in an Implementation Letter.

(c) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(d) Provisions concerning restricted and ineligible goods and services may be provided in an Implementation Letter.

(e) Transportation by air of property or persons financed under this agreement will be on carriers holding United States certification, to the extent service by such carriers is available under the Fly America Act. This requirement may be further described by USAID in Implementation Letters.

Section C.2. Eligibility Date. No goods or services may be financed under the Agreement which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as the Parties may otherwise agree in writing.

Section C.3. Plans, Specifications and Contracts. In order for there to be mutual agreement on the following matters, and except as the Parties may otherwise agree in writing:

(a) The Grantee will furnish to USAID upon preparation:

(1) any plans, specifications, procurement or construction schedules, contracts, or other documentation between the Grantee and third parties, relating to goods or services to be financed under the Agreement, including documentation relating to the prequalification and selection of contractors and to the solicitation of bids and proposals. Material modifications in such documentation will likewise be furnished USAID on preparation; and

(2) such documentation will also be furnished to USAID, upon preparation, relating to any goods or services, which, though not financed under the Agreement, are deemed by USAID to be of major importance to the Agreement. Aspects of the Agreement involving matters under this subsection (a)(2) will be identified in Implementation Letters.

(b) Documents related to the prequalification of contractors, and to the solicitation of bids or proposals for goods and services financed under the Agreement will be approved by USAID in writing prior to their issuance, and their terms will include United States standards and measurements;

(c) Contracts and contractors financed under the Agreement for engineering and other professional services, for construction services, and for such other services, equipment, or materials as may be specified in Implementation Letters, will be approved by USAID in writing prior to execution of the contract. Material modifications in such contracts will also be approved in writing by USAID prior to execution; and

(d) Consulting firms used by the Grantee for the Agreement but not financed under the Agreement, the scope of their services and such of

their personnel assigned to activities financed under the Agreement as USAID may specify, and construction contractors used by the Grantee for the Agreement but not financed under the Agreement, shall be acceptable to USAID.

Section C.4. Reasonable Price. No more than reasonable prices will be paid for any goods or services financed, in whole or in part, under the Agreement. Such items will be procured on a fair and, to the maximum extent practicable, competitive basis.

Section C.5. Notification to Potential Suppliers. To permit all United States firms to have the opportunity to participate in furnishing goods and services to be financed under the Agreement, the Grantee will furnish USAID such information with regard thereto, and at such times, as USAID may request in Implementation Letters.

Section C.6. Transportation

(a) In addition to the requirements in Section C.1(a), costs of ocean or air transportation and related delivery services may not be financed under the Grant, if the costs are for transportation under an ocean vessel or air charter which has not received prior USAID approval.

(b) Unless USAID determines that privately owned United States -flag commercial ocean vessels are not available at fair and reasonable rates for such vessels, or otherwise agrees in writing:

(1) at least fifty percent (50 %) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by USAID which may be transported on ocean vessels will be transported on privately owned United States-flag commercial vessels; and

(2) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed by USAID and transported to the territory of the Grantee on dry cargo liners shall be paid to or for the benefit of privately owned United States -flag commercial vessels. Compliance with the requirements of (1) and (2) of this subsection must be achieved with respect to both any cargo transported from U.S. ports and any cargo transported from non-U.S. ports, computed separately.

Section C.7. Insurance.

(a) Marine insurance on goods financed by USAID which are to be transported to the territory of the Grantee may be financed as a Foreign Exchange Cost under this Agreement provided

(1) such insurance is placed at the most advantageous competitive rate;

(2) such insurance is placed in a country which is authorized under Section C.1(a); and

(3) claims thereunder are payable in U.S. dollars or any freely convertible currency unless USAID agrees otherwise in writing.

If the Grantee (or government of the Grantee), by statute, decree, rule, regulation, or practice discriminates with respect to USAID-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the territory of the Grantee financed by USAID hereunder shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do marine insurance business in the United States.

(b) Except as USAID may otherwise agree in writing, the Grantee will insure, or cause to be insured, goods financed under the Agreement imported for the Agreement against risks incident to their transit to the point of their use under the Agreement; such insurance will be issued on terms and conditions consistent with sound commercial practice and will insure the full value of the goods. Any indemnification received by the Grantee under such insurance will be used to replace or repair any material damage or any loss of the goods insured or will be used to reimburse the Grantee for the replacement or repair of such goods. Any such replacement will be of source and origin of countries listed in USAID Geographic Code 935 as in effect at the time of replacement and, except as the Parties may agree in writing, will be otherwise subject to the provisions of the Agreement.

Section C.8. U.S. Government -Owned Excess Property. The Grantee agrees that wherever practicable United States Government -owned excess personal property, in lieu of new items financed under the Grant, should be utilized. Funds under the Agreement may be used to finance the costs of obtaining such property.

Article D: Disbursements. [D.1 2 and 3 are optional; clause can provide that disbursements will be made through such means as the Parties agree to in writing or as set forth in Annex 1.]

Section D.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, if any, the Grantee may obtain disbursements of funds under the Agreement for the Foreign Exchange Costs of goods or services required for the Agreement in accordance with its terms, by such of the following methods as may be mutually agreed upon:

(1) by submitting to USAID, with necessary supporting documentation as prescribed in Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for USAID to procure commodities or services in Grantee's behalf for the Agreement; or,

(2) by requesting USAID to issue Letters of Commitment for specified amounts directly to one or more contractors or suppliers, committing USAID to pay such contractors or suppliers

for such goods or services.

(b) Banking charges incurred by the Grantee in connection with Letters of Commitment will be financed under the Agreement unless the Grantee instructs USAID to the contrary. Such other charges as the Parties may agree to may also be financed under the Agreement.

Section D.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, if any, the Grantee may obtain disbursements of funds under the Agreement for Local Currency Costs required for the Agreement in accordance with terms of this Agreement, by submitting to USAID, with necessary supporting documentation as prescribed in Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be purchased by USAID with U.S. Dollars. The U.S. Dollar equivalent of the local currency made available hereunder will be the amount of U.S. Dollars required by USAID to obtain the local currency.

Section D.3. Other Forms of Disbursement. Disbursements may also be made through such other means as the Parties may agree to in writing.

Section D.4. Rate of Exchange. If funds provided under the Agreement are introduced into the Cooperating Country by USAID or any public or private agency for purposes of carrying out obligations of USAID hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into local currency at the highest rate of exchange which, at the time the conversion is made, is not unlawful in the country of the Grantee to any person for any purpose.

Article E: Termination; Remedies.

Section E.1. Suspension and Termination.

(a) Either Party may terminate this Agreement in its entirety by giving the other Party 30 days written notice. USAID also may terminate this Agreement in part by giving the Grantee 30 days written notice, and suspend this Agreement in whole or in part upon giving the Grantee written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Grantee written notice, if (i) the Grantee fails to comply with any provision of this Agreement, (ii) an event occurs that USAID determines makes it improbable that the Objective or Results of the Agreement or the assistance program will be attained or that the Grantee will be able to perform its obligations under this Agreement, or (iii) any disbursement or use of funds in the manner herein contemplated would be in violation of the legislation governing USAID, whether now or hereafter in effect.

(b) Except for payment which the Parties are committed to make pursuant to noncancellable commitments entered into with third parties prior to such suspension or termination, suspension or termination of this entire Agreement or part thereof will suspend (for the period of

93

the suspension) or terminate, as applicable, any obligation of the Parties to provide financial or other resources to the Agreement, or to the suspended or terminated portion of the Agreement, as applicable. Any portion of this Agreement which is not suspended or terminated shall remain in full force and effect.

(c) In addition, upon such full or partial suspension or termination, USAID may, at USAID's expense, direct that title to goods financed under the Agreement, or under the applicable portion of the Agreement, be transferred to USAID if the goods are in a deliverable state.

Section E.2. Refunds.

(a) In the case of any disbursement which is not supported by valid documentation in accordance with this Agreement, or which is not made or used in accordance with this Agreement, or which was for goods or services not used in accordance with this Agreement, USAID, notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Grantee to refund the amount of such disbursement in U.S. Dollars to USAID within sixty (60) days after receipt of a request therefor.

(b) If the failure of Grantee to comply with any of its obligations under this Agreement has the result that goods or services financed or supported under the Agreement are not used effectively in accordance with this Agreement, USAID may require the Grantee to refund all or any part of the amount of the disbursements under this Agreement for or in connection with such goods or services in U.S. Dollars to USAID within sixty (60) days after receipt of a request therefor.

(c) The right under subsections (a) or (b) to require a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three years from the date of the last disbursement under this Agreement.

(d) (1) Any refunds under subsections (a) or (b), or (2) any refund to USAID from a contractor, supplier, bank or other third party with respect to goods or services financed under the Agreement, which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will (A) be made available first for the Agreement, to the extent justified, and (B) the remainder, if any, will be applied to reduce the amount of the Grant.

(e) Any interest or other earnings on funds disbursed by USAID to the Grantee under this Agreement prior to the authorized use of such funds for the Agreement will be returned to USAID in U.S. Dollars by the Grantee, unless USAID otherwise agrees in writing.

Section E.3. Nonwaiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

Section E.4. Assignment. The Grantee agrees, upon request, to execute

an assignment to USAID of any cause of action which may accrue to the Grantee in connection with or arising out of the contractual performance or breach of performance by a Party to a direct U.S. Dollar contract which USAID financed in whole or in part out of funds granted by USAID under this Agreement.

Article F: Miscellaneous.

Section F.1. Job Loss, Export Processing Zones and Workers' Rights.

(a) No funds or other support provided hereunder may be used in an activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

(b) No funds or other support provided hereunder may be used in an activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

(c) No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

Section F.2. Voluntary Family Planning. Insert the following in the agreement and implementation letter.

[Agreement Language]

The Parties agree that all USAID funds provided under this Agreement shall be used in accordance with applicable United States policy and statutory requirements relating to voluntary family planning projects, and that none of the USAID funds provided under this Agreement, or goods or services financed by such funds, may be used for:

(a) the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions;

(b) the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any person to undergo sterilizations; or

(c) any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a method family planning.

(d) USAID will issue implementation letters that more fully describe the requirements of this section.

[Implementation Letter Language]

(a) Voluntary Participation and Family Planning Methods

(1) The Grantee shall take any steps necessary to ensure that USAID funds made available under this Agreement will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Grantee shall conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this Agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Requirements for Voluntary Family Planning Projects

(1) A family planning "project" must comply with the requirements of this paragraph.

(2) A "project" is a discrete activity through which a governmental or nongovernmental organization provides family planning services to people and for which Development Assistance funds, or goods or services financed with such funds, are provided under this Agreement, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subagreement under paragraph (e), the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) (i) The Grantee shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; (ii) the Grantee shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project. (iii) The Grantee shall provide USAID such additional information about violations as USAID may request.

(c) Additional Requirements for Voluntary Sterilization Programs

(1) None of the funds provided under this Agreement shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The Grantee shall ensure that any surgical sterilization procedures supported in whole or in part by this Agreement are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed; the attendant discomforts and risks; the benefits to be expected; the availability of alternative methods of family planning; the purpose of the operation and its irreversibility; and the option to

withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the Grantee shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately, a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(4) The Grantee must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

(d) Abortion restrictions

(1) None of the USAID funds provided under this Agreement shall be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate women to have abortions; (iii) payments to persons to perform abortions or to solicit women to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.

(2) None of the USAID funds provided under this Agreement shall be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(e) Requirement for Subagreements

The Grantee shall insert these requirements in all subagreements involving family planning or population activities which will be supported in whole or in part with USAID funds under the Agreement."

Section F.3. Prohibition on Assistance to Drug Traffickers.

(a) USAID reserves the right to terminate this Agreement or take other appropriate measures if the Grantee or a key individual of the Grantee

is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

[If there are COVERED PARTICIPANTS]

(b) USAID reserves the right to terminate assistance to, or take or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

[If there are LOANS OVER \$1000]

(c) For any loan over \$1000 made under this [Agreement/Contract], the Grantee shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the Grantee if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(d) Upon notice by USAID of a determination under section (x) and at USAID's option, the Grantee agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

[If there is a DESIGNATED SUBRECIPIENT - modify the clause to fit the category of subrecipient, e.g., if the designated subrecipient is a U.S. NGO, review is not required and subparagraph (1) can be deleted]

(e) The Grantee agrees not to disburse, or sign documents committing the Grantee to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (1) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (2) any related certifications have been obtained; and (3) the assistance to the Designated Subrecipient has been approved.

(1) The Grantee shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

(2) The Grantee reserves the right to terminate this Agreement or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140."

Annex D:

Conflict of Interest:

**"Legal and Policy Considerations When Involving Partners and Customers
on Strategic Objective Teams and Other Consultations"**

Mandatory Reference: N/A
Supplementary Reference: 201, 202
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LEGAL AND POLICY CONSIDERATIONS WHEN INVOLVING PARTNERS AND
CUSTOMERS ON STRATEGIC OBJECTIVE TEAMS AND OTHER CONSULTATIONS

Table of Contents

Executive Summary	2
Introduction	4
A. USAID Requires Participation and Consultation	4
B. Organizational Conflict of Interest	6
B.1. What is not OCI	6
B.2. OCI in Contracting	7
B.2.a) The OCI Framework	7
B.2.b) Avoiding and Mitigating OCI	8
B.2.c) Practical Steps	9
B.3. OCI not applicable to assistance instruments	9
B.4. "Fair opportunity to be considered" standard applicable for task orders	10
B.5. Other policy considerations related to OCI	11
B.6. Examples of SOT activities that do not raise an issue of OCI	11
B.7. Tenets and examples for avoiding and mitigating OCI	13
C. Procurement Integrity and Ethics	16
C.1. Standards of Conduct and Conflict of Interest	16
C.2. Procurement Integrity	17
C.3. Examples	18
D. The Federal Advisory Committee Act	19

EXECUTIVE SUMMARY

This Supplementary Reference to ADS 201 and 202 provides guidance on how USAID staff may consult actively with our development customers and partners, particularly on expanded strategic objective teams ("SOTs"), while remaining within the statutory and regulatory requirements of the U.S. Government and Agency policy. This reference supersedes the Supplementary Reference for ADS 201 titled "Guidance on Consultation and Avoidance of Unfair Competitive Advantage."

The key issues dealt with in this reference relate to 1) organizational conflict of interest ("OCI") 2) ethics and procurement integrity and 3) the Federal Advisory Committee Act ("FACA").

A. Context. (Section A, p. 4 - 6)

USAID policy requires and encourages frequent substantive interaction between USAID staff and our partners and customers, including host country citizens, foreign government representatives, higher education institutions, non governmental organizations and other donor organizations. In particular, USAID staff are expected to involve representatives from outside organizations as members of expanded SOTs.

B. Organizational Conflict of Interest ("OCI"). (Section B, p. 6 - 16)

1. Applicable regulation: FAR Subpart 9.5 for contracts. The overarching concept of fairness applies to assistance instruments.

2. What is not OCI: OCI restrictions are not required when outside organizations participate in: (a) the preliminary stages of exchanging ideas and strategies (prior to identifying a contract procurement), (b) discussions regarding ongoing and completed activities, and (c) matters regarding only assistance instruments. The Federal standard for OCI generally does not apply in these circumstances. SOTs that limit participation of outside organizations to these areas are advised to establish ground rules that clearly state this approach, but do not need to keep meeting minutes on a systematic basis. This approach is discussed in Section B.1. and illustrated in Section B.6.

3. OCI always concerns a specific contract. However, if an organization creates a design under an assistance instrument that becomes the basis for a subsequent contract, OCI rules apply because of the relationship between the design and the future contract. The OCI rules (applicable to contracts) are discussed in Section B.2 and the limited contexts in which OCI is relevant for assistance instruments are discussed in Section B.3. Examples of how to apply the OCI rules are provided in Sections B.6 and B.7.

4. The components of OCI are bias and unfair competitive advantage:

a. Bias -- An organization might design an activity that it is particularly qualified to carry out, although not necessarily the best approach in view of USAID's interests.

b. Unfair competitive advantage -- An organization involved in design, evaluation or audit work might obtain information "competitively useful" for a future contract procurement.

5. Key standard in OCI and consequences: An organization that designs an activity or develops material that leads "directly, predictably and without delay" to a statement of work ("SOW") for a contract generally may not compete for the contract in question, either as a prime or subcontractor.

6. What can we do to resolve OCI?

a. SOTs that continue involvement of outside organizations after identifying an upcoming contract procurement must consider OCI considerations. Such organizations may compete for the contract in question only if bias is avoided and any unfair competitive advantage is mitigated. Tenets that facilitate the process of avoiding bias and mitigating unfair competitive advantage and their application are discussed in Section B.7.

b. Bias can be avoided if USAID staff participate actively to reach an informed decision regarding the best design in the Agency's interest. If USAID staff consult other sources in addition to the organization in question and make substantive revisions to the organization's work product, the "directly, predictably, and without delay" standard generally will not be reached, thereby avoiding bias.

c. Unfair competitive advantage can be mitigated by providing competitively useful information held by one organization to all other competitors. SOT members must be alert not to discuss source selection and proprietary information with outside organizations because that information cannot be disclosed to other competitors. It is thus not possible to mitigate unfair competitive advantage based on disclosure of source selection information; organizations that hold such information must be excluded from the contract procurement in question.

d. If outside organizations are involved after identifying possible implementation instruments, it is important to (i) involve the cognizant legal advisor and contracting officer in the process and (ii) document the record, such as with meeting minutes. Record keeping facilitates the process of identifying competitively useful information and demonstrating USAID's active involvement in the design process.

e. At times it may be necessary to preclude organizations involved in design work from competing for the implementation contract. As a practical matter, USAID staff often have limited time and resources and accordingly rely on outside organizations to help prepare design work. When USAID staff depend on outside organizations to do design work and are unable to put in the time to make an independent assessment of such organizations' work, it is generally necessary to preclude the design organization from competing for the contract that implements the design.

7. Concerns in the assistance context

The overarching principle for both contracts and assistance is fairness. However, in contrast to the contract context, there are no specific legal or Agency level restrictions on participation of outside organizations when only assistance instruments (grants and cooperatives agreements) are involved. In view of the fairness concern, SOTs are encouraged to review assistance competitions case-by-case to consider whether certain restrictions make sense under the circumstances. The limited applicability of OCI to the assistance context is discussed in Section B.3 and examples four and five in Section B.6.

C. Ethics and procurement integrity (Section C, p. 16 - 19)

The procurement integrity and ethics (standards of conduct and conflict of interest) rules applicable in the SOT context are the same as those applicable in other U.S. Government work contexts. The ethics rules apply to both contracts and assistance while procurement integrity laws only apply to contracts.

As SOT members, USAID staff may come in frequent contact with outside organizations and appear to be part of the group making funding decisions. Merely being an SOT member does not create an actual conflict with all organizations receiving funds under that SOT. However, even when there is only an appearance of conflict, the employee may participate on related SOT matters only upon obtaining written authorization from the Designated Agency Ethics Officer ("DAEO") or a deputy ethics officer.

D. Federal Advisory Committee Act ("FACA") (Section D, p. 19 - 20)

FACA imposes certain restrictions on "advisory committees." However, FACA does not apply to committees that are established overseas and include non-U.S. citizens (even if only U.S. citizens attend some meetings). It also does not apply when the Agency is seeking individual views, as opposed to consensus or group recommendation or advice. These rules apply for both contract and assistance instruments, as well as for more general discussions.

.....

INTRODUCTION

This reference provides guidance on how USAID staff may consult actively with our development customers and partners, particularly on expanded strategic objective teams ("SOTs"), while remaining within the statutory and regulatory requirements of the U.S. Government and Agency policy.¹ Such considerations include the potential for bias and unfair competitive advantage (both of which are components of organizational conflict of interest ("OCI")), procurement integrity rules and standards of conduct, and the Federal Advisory Committee Act ("FACA"). Below, we first review the Agency's policy that encourages involvement of partners and customers. Then we address the specific issues that Agency staff must keep in mind in dealing with our partners and customers.

A. USAID REQUIRES PARTICIPATION AND CONSULTATION

USAID policy requires and encourages wide participation by and consultation with other entities involved in development, both our partners and our customers, whether host country citizens, governments, non governmental organizations ("NGOs"), business entities or other donor organizations. The Federal Acquisition Regulation ("FAR") also encourages exchanges of information in the Government contract procurement process.²

¹ This reference supersedes the Supplementary Reference to ADS 201 titled "Guidance on Consultation and Avoidance of Unfair Competitive Advantage."

² FAR 15.201. Exchanges of information between the Government and outside persons and organizations improves understanding of the Government's requirements and industry capabilities. Some of the techniques the FAR

Participation and consultation are essential features of the Agency's strategic planning and implementation process as elaborated in ADS Chapters 201, 202, and 203.³ At the outset of the strategic planning process, a Mission or USAID/W operating unit is to form an internal strategic planning team to manage the process. The Mission or operating unit then sponsors seminars and public meetings in the host country, and working with bureau management and other appropriate Agency staff, obtains input through meetings and consultations with representatives from NGOs, higher education institutions, consulting firms, other donor organizations, the business sector, host country governments and customers, as appropriate. Based on this input and other information and analysis, the strategic planning team prepares the plan for cognizant bureau management approval.

For each strategic objective, a strategic objective team ("SOT") is established and is responsible for managing activities in order to achieve that objective. The core SOT consists of USAID staff relevant to implementing the objective.⁴ The core SOT is responsible for identifying external SOT members to participate on the expanded SOT. The core SOT selects external team members based on such considerations as: local knowledge, specialized skills, relevant experience, or their role in achieving the strategic objective. External SOT members may include representatives of existing contractors or grantees, potential contractors or grantees, organizations which have no existing or expected contractual relationship with USAID, host country counterparts, customer representatives and other donors.

Within the limits described below, members of the expanded SOT are expected to discuss whatever is needed to achieve the objective. This may include ideas about new activities and progress on existing activities as well as review of overall progress in meeting the objective. The first limitation, as discussed in Section B, concerns organizational conflict of interest. Section B explains at what point SOT discussions must not include external members if such organizations might be interested in competing for contracts the SOT will design. Second, as discussed in Section C, the high level of interaction on expanded SOTs between a broad range of USAID staff and outside organizations requires USAID staff to maintain a heightened awareness of procurement integrity and standards of conduct rules. Third, as discussed in Section D, the Federal Advisory Committee Act is generally not applicable overseas, but does require consideration in USAID/W.

This reference aims to facilitate smooth relationships between USAID staff and our partners and other outside organizations by clarifying legal and policy limitations. On those occasions when USAID staff needs to exclude a partner or communicate other unwelcome news, such tidings are to be delivered in a

recommends for information exchanges are incorporated into the tenets discussed in Section B.7.

³ E.g., ADS 201.5.7 Participation, 202.5.2a Composition and Responsibilities of the Strategic Objective Team, 202.5.3 Including the Views of Customers and Stakeholders.

⁴ "USAID staff" on the core SOT consist of USAID employees and others internal to USAID, as elaborated at ADS E202.5.2a. While the core SOT may include personal service contractors ("PSCs") and others who are not U.S. direct hire employees ("USDHs"), actions of the core SOT that reflect a final policy, planning or budget decision must be cleared or signed by a USDH (See ADS 103.5.1a Delegation to U.S. Citizen Personal Services Contractors and Non-U.S. Citizen Employees).

courteous, considerate and respectful manner, in the spirit of partnership.

B. ORGANIZATIONAL CONFLICT OF INTEREST ("OCI")

This reference applies the Federal standard for OCI stated at FAR Subpart 9.5.⁵ As discussed in section B.2, OCI will always involve a specific contract.⁶ As discussed in Section B.3, there are no required OCI restrictions when only assistance instruments (grants and cooperative agreements) are involved.

B.1. What is not OCI

OCI restrictions are not required when outside organizations participate in:

- a) discussions regarding concepts, ideas or strategies, i.e., the stage prior to identifying possible implementation instruments;
- b) discussions regarding ongoing and completed activities (whether under contracts or assistance instruments);
- c) matters involving only assistance (not contract) instruments, both during the competition stage and once the activity is in progress -- see Section B.3.

Regarding concepts, ideas and strategies, the key question is whether they are linked to a specific contract. OCI does not exist in the abstract. If one cannot identify a contract at issue, then there is no OCI under the Federal standard. Regarding assistance instruments, as discussed in Section B.3, SOTs are empowered to establish OCI restrictions on a case-by-case basis for such instruments, but this is not required.

Regarding ongoing and completed activities, the U.S. Government has the right to use work products produced under contracts and assistance agreements for government purposes, including SOT discussions. Such discussions may cover any activities completed or in progress under the agreements, including successes and failures, and obstacles encountered and overcome. They may not address "source selection" information, including the details of the financial terms of the contract.⁸

Core SOTs may choose to limit involvement of external SOT members to the above-mentioned areas, as is illustrated in Section B.6. SOTs that choose this approach are advised to clarify this cut off in the SOT's ground rules or

⁵ The Agency's Policy Division of the Office of Procurement is currently in the process of revised Agency policy regarding OCI. The revised policy will supersede current CIB 94-2 and will interpret and apply the standard in FAR Subpart 9.5.

⁶ This reference uses the term "contract" to include the competitive award process (procurement) as well as the subsequently awarded contract.

⁷ The Agency's right to use work products is broader with contracts than with assistance instruments. However, in both cases the government has the right to use such products for government purposes.

⁸ Source selection information is defined at FAR 3.104-3 and discussed further in footnote 12 herein.

team charter. SOTs that adopt and follow this approach need not:

- 1) keep detailed records, such as through meeting minutes; or
- 2) consult the RLA ("regional legal advisor")/attorney advisor and contracting officer for every case.

B.2. OCI in Contracting

B.2.a) The OCI Framework

Once a contract procurement is identified, it is necessary to consider the bias and unfair competitive advantage components of OCI and the "directly, predictably and without delay" standard before involving external SOT members in further discussions. This section will review these OCI considerations. Note that in SOT and other team contexts, unfair competitive advantage, in particular the prohibition on release of source selection and proprietary information to potential competitors, is often the pivotal concern. The contracting officer is responsible for determining whether potential conflicts of interest exist at the time of contract procurement and whether the conflicts can be avoided or mitigated.

The unfair competitive advantage concern is that an organization may gain insights into USAID's plans for the upcoming procurement or learn its competitors' strategies. "Competitively useful" information may give an organization an unfair competitive advantage over its competitors in the upcoming procurement.⁹ The focus is always on the "competitive usefulness" of the information for a specific contract, not in the abstract. Unfair competitive advantage thus concerns information an outside organization obtains from USAID and others regarding a specific contract.

The bias concern is that an organization involved in preparing the design may design an activity towards its own strengths, i.e., a design that the organization is particularly qualified to carry out, although not necessarily the best design in USAID's interests if it is permitted to compete in the procurement to carry out the design. If USAID staff are not sufficiently involved in doing the design themselves and instead rely on the outside organization, USAID may be unable to detect if the organization's design is biased. Bias thus focuses on information an outside organization provides to USAID and USAID's ability to evaluate the merit of that information.¹⁰

A key standard for OCI is that an organization that designs an activity or develops material that leads "directly, predictably and without delay" to a statement of work ("SOW") for a contract generally may not compete to implement the contract in question, either as a prime or sub-contractor. Any design an organization creates that meets this standard, whether done under a contract or assistance instrument, or without USAID financing (including through SOT participation), is subject to the OCI restrictions if the design

⁹ Note that it is not unfair competitive advantage for an outside organization to get information/contacts in the course of carrying out an existing contract. Accordingly, an incumbent that in the course of its work develops working relationships with key host country players and gains an understanding of problems and potential solutions in the host country has generally obtained a fair advantage.

¹⁰ While the text uses the example of bias in the design/implementation scenario, bias can arise in other contexts as well, e.g., when outside organizations are involved in evaluating and auditing other organizations.

feeds into a contract. Concern is that an organization whose involvement meets this standard may provide a biased design if it can then compete to implement the design. In the process of preparing the design, the organization may also obtain information that would give it an unfair competitive advantage over the other competitors for the implementation contract.

An organization may not participate in a competitive procurement if such participation would create a bias situation or allow the organization an unfair competitive advantage (except with a waiver under FAR 9.503). However, it is often possible to mitigate unfair competitive advantage and avoid bias, enabling the organization in question to compete for the implementation contract.

B.2.b) Mitigating and Avoiding OCI

Mitigating unfair competitive advantage involves identifying competitively useful information held by one potential offeror and sharing that information with all other potential offerors. This levels the playing field, enabling the organization in question to compete on a fair basis. The contracting officer must make a judgment call regarding (1) what information is competitively useful and (2) whether it is possible to disseminate such information to mitigate the conflict.

Source selection information may not be shared with offerors on a contract procurement.¹¹ This means that a potential competitor who obtains source selection information competitively useful for a particular procurement has an unfair competitive advantage that cannot be mitigated, and must be excluded from competing for the procurement in question. Much source selection information arises only after the request for proposal ("RFP") is issued and the evaluation progress begins.¹² However, certain source selection information may be defined at an earlier stage, e.g., budget estimates and evaluation subfactors and scoring approaches more detailed than those stated in the RFP. SOT staff and others involved in the procurement who hold this information accordingly must be careful not to discuss it in expanded SOT meetings. SOT staff must similarly be careful not to disclose in expanded SOT meetings information about outside organizations and their work products that has been identified as confidential or proprietary.

Not all information discussed concerning a specific procurement is competitively useful. For example, in expanded SOT meetings alternative approaches for the statement of work and evaluation criteria might be discussed but modified or discarded before deciding on the final version. Knowing discarded or modified approaches might not be competitively useful and thus not require distribution to other competitors. Instead, the SOT is advised to release accurate information to as wide an audience as possible (such as on the Internet) as soon as possible, and write the final statement of work and evaluation criteria as clearly as possible in the RFP. This can effectively counter confusion of those who attended the SOT meetings where discarded approaches were discussed, and a perceived disadvantage felt by

¹¹ FAR 3.104-4.

¹² "Source selection information" is defined at FAR 3.104-3. Most types of source selection material only arise after the RFP is complete and hence not of concern in SOT meetings held prior to issuance of the RFP, e.g., competitors' technical and cost proposals, and the contracting officer's and technical evaluation panel's ranking and evaluation of the proposals.

those who did not attend such meetings.

Bias is avoided if (1) the role of any one outside organization is limited and (2) USAID staff actively participate to reach an informed decision on the matter. The question is whether USAID staff involvement and the range of other sources contacted are sufficient to eliminate the bias concern. In the SOT context, bias is a less frequent concern than unfair competitive advantage. This is because with the team process it is unlikely that any one external SOT member will participate in the design to the point of meeting the "directly, predictably and without delay" standard. In fact, the very act of consulting various organizations through expanded SOT and other group contexts helps avoid bias.

B.2.c) Practical steps

To facilitate the process of avoiding bias and mitigating unfair competitive advantage, when SOTs involve outside organizations after identifying upcoming contract procurements they are advised to:

- 1) Maintain records of communications involving outside organizations, such as meeting minutes. It is necessary to consider whether the record developed in a specific case is strong enough to enable identifying competitively useful information held by the organization in question. The record consists of written documentation including reports and meeting notes, as well as clear recollections of persons present when competitively useful information might have been released. If the record is too scant and unclear or it is not permitted to share the competitively useful information (e.g., source selection material), it will not be possible to mitigate and the organization in question must be kept out of the procurement competition. The level of detail of record keeping is a matter of judgment and can vary depending on the nature of the material discussed.
- 2) Document the reasoning for inclusion or exclusion of competitors when OCI is an issue.
- 3) Coordinate with the RLA/attorney advisor and contracting officer.

Section B.7 provides a series of tenets that USAID staff can follow to help insure that bias is not present and to mitigate unfair competitive advantage. The tenets are applicable to dealings with outside organizations beyond the SOT context as well. Illustrative examples apply the tenets to the SOT context.

B.3. OCI not applicable to assistance instruments

The overarching principle of fairness applies to both assistance instruments (grants and cooperative agreements) and contracts. However, no specific statutory or regulatory restrictions or Agency level policies cover OCI when implementation is carried out under assistance awards (grants and cooperative agreements). This means that there are no specific legal or Agency level restrictions on extended SOT discussions regarding existing or possible future grants and cooperative agreements. Note the caveat that occasionally an assistance instrument might be envisioned initially, but through the planning process it becomes apparent that a contract is the more appropriate instrument. In such a case, the restrictions discussed in Section B.2 apply. This highlights the importance of selecting carefully the appropriate instrument (contract versus assistance) and involving the contracting/agreement officer early in the planning process to help make this identification.

In view of the concern for fairness, SOTs, coordinating with the agreement officer, may decide on a case-by-case basis that it is in the Agency's best interest to restrict involvement of outside organizations in discussions dealing with assistance instruments. Considering the circumstances, the SOT may decide that unfair competitive advantage and bias are of sufficient concern to warrant such restrictions. The SOT is advised to balance the interest in obtaining input through team discussions from knowledgeable organizations with concern that those organizations will obtain an unfair competitive advantage and provide biased information. If information discussed in expanded SOT meetings is deemed competitively useful, SOTs may opt to distribute it to other organizations through the Internet, public meetings and clarifications in the RFA. Consistent with the Agency's core value in team empowerment, decision how to handle these situations in the assistance context is a matter of the core SOT's discretion (in consultation with the agreement officer). Example five in Section B.6 illustrates a context in which an SOT makes this case-by-case decision.

In sum, all expanded SOT members, whether contractors, assistance recipients or otherwise, may participate in discussions regarding existing and future assistance activities, unless the core SOT decides case-by-case that such participation is not in the Agency's best interest.

Note that work done under an assistance award that leads "directly, predictably, and without delay" to a contract design is subject to the OCI restrictions discussed in Section B.2. The recipient accordingly may be precluded from competing for the contract absent appropriate efforts to mitigate or avoid the OCI as discussed in Section B.2.b).¹³

Finally, note that the standards of conduct and conflict of interest rules discussed in Section C.1 and Federal Advisory Committee Act concerns discussed in Section D apply equally to contracts and assistance. The procurement integrity laws covered in Section C.2 are specific to contract procurements and thus not applicable to assistance instruments.

B.4. "Fair opportunity to be considered" standard applicable for task orders

The standard generally applicable to task orders under multiple award indefinite quantity contracts ("IQCs") is "fair opportunity to be considered for each order."¹⁴ One exception to the fair opportunity to be considered standard is if a task order is a "logical follow-on" to a prior order, and all multiple award contractors had a fair opportunity to be considered for the prior order. This exception provides a basis to allow the same contractor to carry out both design and implementation despite the OCI concerns, in

¹³ Work completed under an assistance instrument generally will not be the basis of a contract design. A contract is required to be used when the principal purpose is to obtain services for the direct benefit of the U.S. Government. Development of a work statement for a U.S. Government contract is of direct benefit to the U.S. Government. However, when an assistance activity is closely related to a proposed contract activity, work done under the assistance instrument may become a basis for a contract statement of work.

¹⁴ This standard is stated at FAR Subpart 16.505(b). Note however that when work on a task order serves as the basis for a design for a different contract or visa versa, the OCI standard discussed in Section B.2 of this reference is applicable, rather than the fair opportunity to be considered standard.

particular the concern that the design prepared not be biased.

The contracting officer makes the judgment call regarding what constitutes "fair opportunity to be considered" and the appropriateness of the logical follow-on exception. Contractors who feel they did not receive a "fair opportunity to be considered" may complain to the Agency's task order contract and delivery order contract ombudsman (the "OP Ombudsman"). The contracting officer and OP Ombudsman may draw by analogy on the OCI standard in evaluating what constitutes "fair opportunity to be considered" and whether to use the logical follow-on exception.

In the SOT context, the question might arise whether an expanded SOT member from a contractor with an IQC may be involved in developing a task order under the IQC for which the contractor then wishes to be considered. Suppose Contractor A, as an expanded SOT member, participates in developing a task order and then wishes to be considered for the task order. The question is whether the other contractors under the IQC have a "fair opportunity to be considered" for that order in view of Contractor A's involvement in the design. Given the contracting officer's discretion in determining what constitutes "fair opportunity to be considered", the SOT must consult the contracting officer prior to permitting Contractor A to be involved in developing the task order.

B.5. Other policy considerations related to OCI

SOTs are meant to respond flexibly to external changes and lessons learned, which may require changing approaches and partner mix over time. While identifying and analyzing strategic choices, it is important that the core SOT not limit the outside organizations consulted to current USAID grantees or contractors because of these organizations' vested interest in maintaining a USAID strategy that values their organizations' expertise. As the core SOT considers making changes in the results framework (which might require a different partner mix), it is thus advisable to expand the range of groups engaged in the discussions beyond those partners currently implementing activities. This does not technically concern OCI if specific contracts are not yet identified. However, as a policy matter, it is important for the Agency to receive the fullest range of input in setting its strategic objectives.

B.6. Examples of SOT activities that do not raise an issue of OCI

SOTs generally may undertake the types of activities illustrated in the examples below without the need for case-by-case consultation with their RLA/attorney advisor and contracting officer. If SOTs clarify through ground rules or SOT charter documents that outside organizations will not be involved once possible contract procurements are identified, systematic record keeping (e.g., meeting minutes) is not necessary.

Example One. An expanded SOT for a democracy objective holds an annual orientation retreat to familiarize new SOT members, including newly arrived USAID staff and outside organizations, with the SOT's portfolio and operating procedures. The retreat agenda includes get-acquainted exchanges, substantive sessions regarding current and planned SOT activities, and review of the SOT's rules and procedures spelled out in an operating charter approved by the original SOT members. At this retreat, the SOT's existing activities, carried out under both contracts and assistance instruments, may be discussed. Possible future activities also may be discussed. However, the retreat agenda, distributed to all participants beforehand, clarifies that no

recommendations or decisions regarding future contract procurement actions, including possible extensions of existing contracts, will be made during these sessions. The SOT operating charter, to be reviewed at the retreat, also states that only the core SOT (USAID staff) will be involved in making decisions regarding funding and choice of instrument, and that external members will not be involved in discussions regarding identified upcoming contract procurements. While minutes might be kept of some sessions, the SOT decides it is not necessary to take minutes on a systematic basis during the retreat in view of the clear limits on discussions established in the SOT charter and retreat agenda.

Example Two. An expanded SOT (including both USAID staff and outside organizations) holds a series of meetings to compose a list of possible future activities in furtherance of its child survival strategic objective. As in example one, the SOT has ground rules that clarify that only core SOT members will make decisions regarding future funding and choice of instrument. The series of meetings results in a list of possible future activities. However, no decision is taken and no specific implementation instrument is identified.

Example Three. In anticipation of possible future funding, a core SOT (only USAID staff) writes to outside organizations, both members and non-members of the expanded SOT, soliciting their written views regarding possible activities that may be undertaken under its environment strategic objective. The core SOT includes technical staff familiar with organizations that work in this area and therefore is well able to identify several organizations to contact. The letter informs that the SOT is sending the same letter to a number of outside organizations and that suggestions received might be used in future SOT activities. Anticipating that some outside organizations might call USAID staff members rather than send written responses, the core SOT agrees that USAID staff may accept such calls and take notes regarding the organizations' suggestions. It is decided that USAID staff may inform callers that there might be future funding and that the exact activities and implementation instruments have not yet been determined. Several organizations respond in writing and by phone. Subsequently the funding comes through and the core SOT decides to proceed with a contract procurement. A subteam of the core SOT drafts the statement of work ("SOW") for the request for proposal ("RFP") using the organizations' responses as input.

Analysis of examples one, two and three:

In these examples, there is no problem of potential OCI. Communications with outside organizations on basic strategies or Agency initiatives and possible future activities generally do not raise OCI issues. Discussion clearly stops before identifying specific contracts. In examples one and two, ground rules established beforehand clarify that it is SOT procedure to stop discussion at this point. It is thus not necessary for these SOTs to keep systematic written record of their discussions on these matters. In example three, the core SOT controls the flow of information by sending the same letter to all organizations and agreeing beforehand what to inform callers. Only USAID staff review the responses from outside organizations.

Example Four. As a matter of regular practice, SOT members with immediate responsibility for administering specific contracts, grants and cooperative agreements periodically make presentations to the expanded SOT regarding progress in carrying out the activities under the agreements. The presentations do not reference possible future funding regarding the activities. All extended SOT members are invited to comment on the activities and make suggestions.

In example four, there is no OCI problem because these presentations concern

ongoing activities, not possible future funding. Discussions can be held regarding ongoing activities whether carried out under contract or assistance instruments without OCI concerns.

Example Five. A core SOT makes the decision to prepare a request for applications ("RFA") for a cooperative agreement. Through the planning process, the SOT regularly consulted with the agreement officer SOT member to help identify this activity as one appropriately implemented through a cooperative agreement. The core SOT is considering whether and to what extent to involve external SOT members in the process of developing the program description for the RFA. Core SOT members believe that certain external SOT members might be interested in participating in the competition for the cooperative agreement. The core SOT notes that there are no specific legal or Agency wide policy OCI restrictions requiring that involvement of external members in this process be limited. However, in view of the concern for fairness, the core SOT, with active involvement of the agreement officer SOT member, considers whether participation of external SOT members is in the best interest of the competition. This is a judgment call for the core SOT to make, coordinating with the agreement officer.

B.7. Tenets and examples for avoiding and mitigating OCI

Basic tenets for avoiding bias and mitigating unfair competitive advantage are outlined below followed by examples. It may not be possible to follow all of these tenets in all cases. Application of these tenets often requires a high level of involvement of USAID staff and advanced planning. It is noted that USAID staff often have limited time and resources, and accordingly rely on outside organizations to help prepare design work, making bias unavoidable. Also when unfair competitive advantage is based on disclosure of source selection information, the conflict cannot be mitigate. In such cases, when OCI cannot be mitigated or avoided, organizations involved in the design work must be excluded from participating on the implementation contract.

When attempting to mitigate and avoid OCI, SOTs are advised to consult their RLA/attorney advisor and contracting officer. When involvement of outside organizations reaches the point where mitigation or avoidance practices are required to enable an organization to participate in a contract procurement, record keeping, as discussed in Tenet Four and the examples becomes important.

Tenet One. Solicit Information Early and Widely.

Soliciting input from many outside organizations, including potential offerors, during the design process can help avoid bias. Such consultations may take the form of town hall meetings and as the design starts to take form, issuing presolicitation notices and draft requests for proposals ("RFP") requesting written comments. By starting the process early, USAID staff have the time to gather view points from different sources. Bias is avoided because obtaining information from many sources helps USAID staff make an informed assessment of the design that best suits the Agency's interests, and reduces the relative importance of views expressed or documents produced by any one organization.

Tenet Two. Distribute Information Early and Widely.

One of the principal ways to avoid unfair competitive advantage is to make sure that information is available in a timely manner to anyone who is interested. Distribute information widely, through public channels when possible. This can be through the Internet or publicized general briefings for a wide audience of potential offerors. If competitively useful

information is communicated to one or a limited group of offerors, as soon as practical disseminate that information through the Internet or publicized wide group meeting to others.

Tenet Three. Write the Statement of Work and Evaluation Criteria in the Request for Proposal as clearly as possible.

The clearer the Request for Proposal ("RFP") is on its face, the less competitively useful is information an organization has from outside of the RFP. Writing the RFP provisions clearly clarifies the lack of competitive usefulness of knowing earlier modified or discarded versions.

Tenet Four. Document Consultations and Informed USAID Decision-Making.

It is advisable for SOTs to maintain a written record of all communications with outside organizations once SOT discussion has narrowed to specific possible upcoming contract procurements. Such written communications, if deemed competitively useful, may then be distributed to all potential offerors to mitigate an unfair competitive advantage held by offerors privy to such communications. Documentation also makes it possible to demonstrate that a range of sources were contacted, and the substance of the advice the sources provided, to substantiate the position that the Agency made an informed decision, countering bias.

Maintaining such a written record provides the Agency with a basis to refute a protest claiming OCI. If records of communications between USAID staff and outside organizations are not kept or are sporadic, it is more difficult to (1) establish what the offeror in question knows, and therefore, refute a claim of unfair competitive advantage, (2) identify competitively useful nuggets of information to share with the competitors and thus mitigate, and (3) demonstrate USAID's involvement in the design and broad range of sources consulted, to refute a claim of bias.

Example One. A core SOT has just made the decision to prepare an RFP for an upcoming contract procurement. The core SOT is seeking ways to obtain as much input as possible to be able to conduct an independent analysis in preparing the statement of work ("SOW") for the RFP. In addition, the core SOT is concerned that incumbent contractor M, represented on the expanded SOT, may wish to propose on the upcoming contract procurement. Contractor M has not done work specifically towards design of the SOW for the upcoming procurement. However, USAID staff anticipate drawing on related work products Contractor M produced under its USAID contract in preparing the design.

The core SOT resolves the following:

- 1) To hold brainstorming sessions of the expanded SOT, to consider possible activities for the SOW, with minutes kept;
- 2) USAID staff will not discuss the draft design with outside organizations other than in group meetings with minutes kept;
- 3) USAID will not discuss preliminary drafts of the evaluation criteria in the RFP with outside organizations and will consider whether to withhold other portions of preliminary drafts of the RFP for concern not to disclose source selection information;
- 4) Once the SOW has reached the point of a final draft, a draft RFP will be publicized and written comments accepted from outside organizations;

- 5) All nonsensitive work products produced by Contractor M under its USAID contract will be made available to all potential offerors on the Internet;
- 6) Portions of minutes of SOT and any other meetings leading towards development of the SOW attended by outside organizations will be made available to all potential offerors on the Internet; and
- 7) USAID staff will document sources drawn on, including the expanded SOT meeting discussions and responses to the draft RFP, in reaching their informed determination regarding the best design for the SOW.

By discussing activity possibilities with outside organizations on the expanded SOT and inviting comments on a draft RFP, USAID staff are inviting input from a wide range of sources, enabling an informed decision regarding the best design. By limiting communication with outside organizations to group contexts in which minutes are kept, the SOT will have the documentation to substantiate lack of bias in the design development process and to mitigate unfair competitive advantage. By not discussing preliminary versions of the evaluation criteria, the SOT addresses the concern that details regarding the criteria might drop out of the final and become source selection information that cannot be shared with competitors. By making available on the Internet all non-sensitive work products of Contractor M and relevant portions of meetings dealing with the SOW design, practically all information that could be competitively useful is dispersed, leveling the playing field and mitigating unfair competitive advantage. By releasing meeting minutes and all non-sensitive work products, USAID staff do not have to invest significant time into thinking through which of these documents are actually competitively useful.

Example Two. The director of Organization A, which is an expanded SOT member working in the health care area in a Country X, volunteers to prepare for the SOT an assessment of the health care needs in Country X. Upon completion of the assessment, the expanded SOT discusses it. Subsequently, the core SOT meets and, taking into consideration the assessment and expanded SOT discussions, decides to proceed with a contract procurement. A subteam of the core SOT composed entirely of USAID employees then designs the SOW for the RFP. The subteam includes two USAID employees who have worked extensively in the health care area. In preparing the SOW, the subteam draws on the assessment, as well as knowledge obtained from the earlier expanded SOT meetings and firsthand experience. The final design includes many points identified in the assessment prepared by Organization A, as well as other points. Upon completing the SOW, the SOT subteam writes a brief memo outlining the range of resources it considered in reaching its informed decision regarding the best design for the SOT's objectives. Organization A, which prepared the assessment, would like to compete for the contract.

Organization A may compete for the contract under these circumstances. Organizations may conduct underlying studies or assessments that are used by USAID in developing a contract activity without being precluded from competing for the contract. Often, as in this case, implementation instruments will not yet be identified at the point of doing the assessment. Although the time sequence makes clear that Organization A did the assessment at a preliminary stage, the subteam opts to further clarify the basis for its informed, independent decision in the memo.

Example Three. A core SOT is about to write a statement of work ("SOW") for a contract procurement and would like to meet with a number of non governmental organizations, customers and other outside organizations to

assist in the preparation process. After consulting with the contracting officer, the core team decides that (i) oral discussions will be held only with end-users and others who will not be proposing; and (ii) potential offerors will be consulted only on specific issues and only in writing.

By only having written communications with potential offerors, the SOT controls the flow of information. Should it happen that competitively useful information is released in these communications, it may be easily distributed to all other offerors to mitigate any unfair competitive advantage. In view of the limited involvement of potential offerors and the range of sources contacted, bias clearly is not an issue.

C. PROCUREMENT INTEGRITY AND ETHICS

The procurement integrity and ethics (standards of conduct and conflict of interest) rules applicable in the SOT context are identical to those applicable in other U.S. Government work contexts. In general, the ethics rules apply equally to contract and assistance matters while procurement integrity rules apply only to contracts. The ethics and procurement integrity rules are applicable to personal services contractors ("PSCs") in addition to direct hire employees.

USAID staff may find that as SOT members they come in contact frequently with outside organizations, both as fellow SOT members and when carrying out the substantive work of the SOT, i.e., in the context of SOT review of activities under potential and existing contracts and assistance instruments. Even when there is no actual conflict of interest, USAID staff must consider the appearance of conflict with organizations that currently or might in the future receive funding within the purview of the SOT. In such areas as employment search, post-employment restrictions, outside work, board membership and gifts, USAID employees who are SOT members must consider real conflicts - and the appearance of conflicts -- in relation to all outside organizations receiving USAID funds under the SOT's jurisdiction. Several Agency notices discuss these restrictions in greater detail. Agency employees may contact GC/EA for the updated list of these notices. Moreover, Agency employees are encouraged to consult the Designated Agency Ethics Official ("DAEO") who at USAID is the Deputy General Counsel for GE/EA or a deputy ethics official (generally the RLA overseas) early regarding potential conflict situations.

This section will review the basic ethics and procurement integrity rules concerning the employee's financial interests, including employment search and post employment restrictions. However, in the course of their SOT activities, USAID employees are advised to keep in mind the whole spectrum of standards of conduct and procurement integrity rules in their SOT activities.

C.1. Standards of Conduct and Conflict of Interest

By criminal statute, a Federal employee generally cannot participate "personally and substantially" on a particular matter that has a "direct and predictable" effect on the employee's financial interests.¹⁵ Actions deemed to reach the threshold of "personal and substantial" involvement include a decision, approval, disapproval, recommendation, the rendering of advice or otherwise taking an official action regarding a proceeding or other particular matter. Financial interests of the employee's spouse, organizations with

¹⁵ 18 U.S.C. Sec. 208.

which the employee has certain business relationships, and organizations with whom the employee is negotiating or has any arrangement concerning prospective employment are attributed to the employee under this statute. The employee must therefore consider if the financial interests of any of these parties might be affected by his or her actions as a SOT member. In addition, under standards of conduct rules, the employee must consider the financial interests of other parties as well, including close friends and relatives.¹⁶

Simply being a SOT member does not automatically reach the threshold of "personal and substantial" involvement. The fact that the SOT, as a team, makes a decision regarding an outside organization does not mean that each member of the SOT is held to have made that decision or have had personal and substantial involvement in making the decision. However, it is still necessary to look at the precise level of involvement of each SOT member. Every SOT member, regardless of his or her level of involvement on a specific matter, must consider whether SOT membership creates an appearance of conflict. Even if there is only an appearance of conflict, the employee may only participate on related SOT matters upon obtaining written authorization from the Designated Agency Ethics Official ("DAEO") or deputy ethics official. The DAEO or deputy ethics official must consider whether the Government's interest in the employee's participation outweighs the concern that a reasonable person may question the integrity of the Agency's programs and operations.

There are two major post-employment restrictions, as stated at 18 U.S.C. Sec. 207, concerning the impermissibility of representing non-governmental entities before the Federal Government. The prohibition on representation is permanent with reference to matters with specific parties in which the employee was personally and substantially involved as a Federal employee. The prohibition lasts two years from the date of employment termination with reference to matters that the employee knows or reasonably should know were pending under the employee's official responsibilities in his or her last year of Federal service. These prohibitions only involve "representation"; they do not prevent former U.S. Government employees from merely working for private firms, even on matters in which they participated as U.S. Government employees.

C.2. Procurement Integrity

Agency officials personally and substantially involved in a contract procurement above the simplified acquisition threshold (currently \$100,000) must report to their supervisor and Designated Agency Ethics Official or deputy ethics official any contact with a bidder or offeror during the course of the procurement about business or employment opportunities. They must unequivocally reject such possible employment opportunities in order to continue personal and substantial participation on the procurement.

The procurement integrity post-employment rules apply only to employees with certain types of involvement in the award and administration of contracts and task orders in excess of \$10 million. Employees who meet this level of involvement are prohibited, for a period of one year following termination of the function, from receiving any type of compensation from the contractor, whether on the contract in question or otherwise.

Procurement integrity rules also require that "source selection" and "contractor bid or proposal" information (as defined in FAR 3.104-3) be

¹⁶ 5 C.F.R. 2635.502

limited to persons with a need to know this information for purposes of carrying out the procurement. Thus such matters must not be discussed in expanded SOT meetings or otherwise with persons who do not already hold the information, without the approval of the contracting officer.

C.3. Examples

Example One. An expanded SOT holds a series of brainstorming sessions to identify possible activities for inclusion in a five year activity plan. Some organizations on the expanded SOT might in the future receive USAID funding to carry out activities discussed at these meetings. However, no activities will be approved in these meetings; the core SOT (only USAID staff) will subsequently approve the five year plan, using these meetings, as well as other sources, as input for that decision. These meetings will not address types of instruments (contract versus assistance) or identify specific implementors that might be suitable for specific activities.¹⁷

USAID employees X and Y are core SOT members. Organizations M and N have representatives on the expanded SOT and might obtain funding in the future to conduct activities identified in these sessions. Employee X has sent her resume to Organization M, seeking possible employment. USAID employee Y's wife works on a contract Organization A has with USAID. Employees X and Y wonder whether they may participate in these sessions in view of their outside interests and if so, what actions they must take to enable participation.

The situations posed by both employees X and Y raise serious appearance problems, even though the scenario is still steps away from a specific identifiable matter. The appearance problems alone are enough to require that employees X and Y consult the Designated Agency Ethics Official or a deputy ethics official regarding proper action.

Regarding Employee X, submitting a resume may be interpreted as stating the employee's availability to work on future contracts Organization M might receive, even though the exact future contracts cannot be identified at the moment of submitting the resume. Activities discussed in these SOT meetings may lead to Organization M eventually receiving a contract to implement such activities. Participation by Employee X at these meetings may be interpreted as Employee X laying the foundation for the creation of his or her own job with Organization M. Employee X must thus consult the DAEO or a deputy ethics official. Most likely Employee X will need to recuse him/herself from any participation at these meetings unless the SOT requests that s/he continues performance.

Concerning Employee Y, his wife currently has a job on a contract with Organization N. More facts are needed to have a clearer sense of how her job status (and thus Employee Y's financial interests) would be affected if Organization N won a contract resulting from these activity discussions. However, regardless of the specifics of the wife's situation, the appearance of lack of impartiality makes it imperative that Employee Y discuss the situation with the DAEO or deputy ethics official. Depending on the nature of the wife's relationship with Organization N, Employee Y might have to recuse himself or might be able to participate in the meetings, with disclosure of the relationship to fellow SOT members.

¹⁷ Note that this example does not pose OCI concerns since no specific contracts are identified.

This example demonstrates that even when SOT discussions do not yet concern specific, identifiable activities or implementation instruments, there can be an appearance of conflict when SOT members from USAID have or might have financial interests with external organizations that receive or might receive USAID funding under the purview of the SOT. Even an appearance of conflict requires the employee to consult the Designated Agency Ethics Official or deputy ethics official.

Example Two. Former USAID employee P left the Agency eight months ago and now works for Organization E. When P worked for USAID he was an SOT member where he participated in preparing a list of activities to be carried out under the SOT. His involvement did not reach the point of identifying implementation instruments. After P's departure, the SOT followed up with certain activities on the list to create a program description for a competitive Request for Application (for a cooperative agreement). Organization E competes and is awarded the cooperative agreement. P wonders whether his participation in preparing the original list prevents him from representing Organization E before the U.S. Government on matters related to the cooperative agreement.

P's work on the list does not violate the post employment limitations because this work did not reach the point of identifying "specific parties." The preparation of the program description and the competition by which Organization E was selected occurred after P departed. Note that there probably would be a conflict if P had worked on the program description itself or if P's preliminary work were subsequently placed verbatim into the program description. In such case, P must consult the DAEO or deputy ethics official to confirm whether under the circumstances, the representation ban would be for only two years after departing USAID or lifetime.

D. THE FEDERAL ADVISORY COMMITTEE ACT

FACA and regulations require that certain "advisory committees" be chartered, approved by OMB and GSA, give notice of meetings, have open meetings and comply with other procedural requirements.

Generally speaking, an "advisory committee" under FACA is any group not composed entirely of full-time Federal employees. However, there are exceptions. FACA does not apply to committees that are established overseas and include non-US citizens. Accordingly, FACA generally does not apply to expanded SOTs in Missions overseas.

Another exception is where the Agency is seeking individual views, as opposed to consensus, advice or recommendations. To meet the individual views exception, external members of expanded SOTs may express their personal recommendations or advice or those of organizations they represent, and the basis for these views. However, the expanded SOT cannot reach consensus or otherwise take a position in the name of the expanded SOT. Accordingly, in order to be exempt from the FACA requirements, core SOTs based in USAID/W are advised to clarify, for example in the SOT Charter, that the expanded SOT seeks only individual views; the expanded SOT may not reach consensus, give advice or make recommendations. Such decisions may only be made by the core SOT.

The following are examples of some common advisory committee situations:

Example One. An expanded SOT holds a series of meetings to seek consensus on a strategic objective. Expanded SOT members include non-U.S. citizens, e.g., host government officials or representatives of local NGOs. The FACA

limitations do not apply even if at some of the meetings only U.S. citizens are in attendance.


Example Two. In USAID/W, the Global Bureau establishes a group consisting of ten USAID employees and one outside technical advisor to advise the bureau on implementation of a population research project. The FACA limitations apply unless the Bureau makes it clear that only individual views are being sought.

Example Three. In USAID/W, the Global Bureau is preparing a strategic plan in a specific area. As part of the effort to include partners and customers in the planning process, USAID staff may host meetings to solicit individual views of customers and partners. Once the objective is approved, the G Bureau establishes a core SOT consisting of USAID employees. The core SOT identifies key outside organizations to be represented on an expanded SOT. The core SOT clarifies in its operating charter that members of the expanded SOT will offer only their individual views; all decisions will be made by the core SOT. The FACA limitations do not apply because only individual views are being sought.

Example Four. The Office of Procurement (OP) holds one town meeting with USAID contractors to get their views on a variety of procurement issues. OP makes clear that it is seeking the individual views of attendees; consensus will not be sought. Anyone may attend and speak. This meets the individual views exception of FACA. Note that it is necessary to apply the FACA rules even though this is a one-time meeting rather than a series of meetings or a formally convened team.

Point of Contact: Questions concerning this reference may be addressed to Deborah James, GC/CCM, 712-5228, Kathleen O'Hara, M/OP/POL, 712-0610, and Tony Pryor, PPC/PC, 712-4197.

Annex E:
Contract Information Bulletin 99-17
Concerning Organizational Conflict of Interest

 [Privacy](#) • [Bureaus](#) • [Sectors](#) • [Regions](#) • [Missions](#) • [Resources](#) • [References](#) • [Search](#)

TITLE: CIB 99-17

DATE: August 17, 1999

SUBJECT: Organizational Conflict of Interest

Contract Information Bulletin 99-17

This CIB supersedes CIB 94-2 and Supplement. After five years of experience with the Organizational Conflict of Interest (OCI) requirements in CIB 94-2 and Supplement, we have determined that proper precautions and safeguards may be maintained with more limited restrictions.

This CIB clarifies and updates the coverage on design-implement conflicts and makes substantial changes in USAID's rules with regard to OCI in the case of evaluation and audit contracts. The automatic three-year preclusion applicable to certain evaluation and audit contractors is deleted, and new procedures are being implemented to assure that potential OCIs are mitigated or avoided in these cases.

Federal standards regarding organizational conflict of interest are stated in FAR Subpart 9.5. This CIB sets forth the Agency's policies and interpretations concerning the application of FAR Subpart 9.5 when an organization under contract with USAID performs design, evaluation, or audit work. In some circumstances, it is generally not feasible to mitigate potential organizational conflicts of interest. Accordingly, certain restrictions as described herein shall be applied to contractors involved in design or evaluation contracts in those cases. This CIB also establishes requirements for audit contracts to mitigate potential OCI.

For situations not specifically covered by this CIB, the contracting officer must consider the FAR standards directly to determine whether an OCI exists and whether it can be avoided or mitigated in a manner which would allow the contractor to participate in a particular procurement.

The changes made by this CIB shall have no effect on existing contracts or task orders that contain preclusions.

This CIB covers the following scenarios in which there is high potential for OCI:

- Where a firm that designs a USAID activity under contract with USAID wants to be eligible for the competition to implement the activity;
- Where a firm that evaluates an activity or contractor under contract with USAID wants to provide services that are requested as a result of the evaluation; and
- Where a firm that audits USAID contractors under contract with USAID seeks to do consulting work under contract with USAID (sometimes in competition with the firms audited).

USAID's policy with regard to each of these situations is discussed below.

I. DESIGN

It is USAID's policy to preclude a contractor from furnishing implementation services, as the prime or sub-contractor, when the contractor had a substantial role in the design of an activity under contract with USAID by providing USAID with "material leading directly, predictably and without delay" to a work statement for the implementation of the activity, subject to the exceptions discussed in this section on DESIGN. In light of substantial OCI risks of biased design and unfair competitive advantage, the preclusive policy is to be applied when a single prime contractor is responsible for the design of an activity, even if the design contract does not call for the contractor to prepare a work statement for the activity, so long as the design work contemplated reasonably appears to be for "material leading directly, predictably and without delay" to such a work statement.

While the FAR does not define the phrase "material leading directly, predictably and without delay," some examples may help clarify when OCI is likely to be a concern. In the case of very preliminary and general work prior to development of a specific design, it is not required that the design contractor be precluded from providing implementation services. For example, services related to SO/R4 development methodology would nearly always be too remote from design of a specific activity to cause OCI concerns. Also, a contract for assessment of the needs in a particular sector, would not trigger OCI concerns. However, developing a detailed proposed intervention to address a specific need would most likely be design work and could readily lead to conflicts of interest. Proposing a series of potential ideas that might be used to address a problem without developing in detail would not be considered design work.

The FAR provides an exception from the preclusion from providing implementation services when the contractor has participated in the both the development and the design work; however, USAID interprets this as applying to research and development type work which USAID is not likely to contract for. Therefore, participation in the development and design of an activity does not exempt a contractor from USAID's preclusive policy.

Prime contractors are held to the above standard for all work products produced by the prime itself or its subcontractors. Subcontractors whose actual level of involvement meets the above standard are precluded from implementation as well.

The preclusive policy does not apply when:

1. the design and implementation are competed and awarded together under the same contract;
2. a non-competitive award for implementation to the design contractor is justified and approved;
3. more than one prime contractor works on the design; or
4. the design is awarded under one IQC task order and the implementation is awarded as a separate task order under the same IQC or the same set of multiple award IQCs.

In the case of exception #4, although the preclusive policy does not automatically apply when implementation is to be through a task order, the Agency still has a responsibility to ensure that the design is unbiased and will best meet the Agency's requirements. The contracting officer may therefore apply the preclusive policy when the implementation task order is to be competed among multiple award contractors IF he or she concludes that the design work is likely to be biased in favor of the design contractor AND adequate steps to mitigate the design contractor's potential competitive advantage cannot be taken.

NOTE PERTAINING TO DESIGN AND IMPLEMENTATION TASK ORDERS: FAR 16.505(b)(2)(iii) provides an exception to the requirement to provide a fair opportunity to be considered for a task order if the order is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order. This exception may be appropriately applied to an implementation task order, provided that all awardees were advised during the course of the "fair opportunity" process for the design task order that this is the Agency's intent. Prior to awarding a task order for design work which is expected to result in a new task order for the implementation of that design, the CO must advise the awardees being considered what the Agency's intentions are regarding the implementation award and what steps are planned to avoid an appearance of an OCI.

Contracting officers shall insert the appropriate clause from Appendix 1 in the solicitation, contract, and task order for the design work to apprise the contractors of the above standard.

If the contracting officer believes that the "directly, predictably and without delay" standard is not met in a particular situation, he or she may determine not to apply this preclusion without a waiver.

If a contracting officer finds that it is in the best interest of USAID to allow the design contractor to furnish implementation services when the contractor would otherwise be precluded, a waiver must be authorized by the head of the contracting activity in accordance with FAR 9.503 before award is made. The waiver must indicate consultation with the Agency Competition Advocate (M/OP, Deputy Director for Policy, Evaluation, Support and Transportation/Commodities).

Even when USAID's preclusive policy on design and implementation does not apply, Contracting Officers still must determine whether there are Organizational Conflicts of Interest under FAR subpart 9.5 in a particular case, and if so, how they can be mitigated or avoided, or whether the organization must be precluded from working on the implementation contract even if they would not be precluded under the conditions of this CIB.

II. EVALUATION

Some OCI concerns are raised when a contractor evaluates an activity or program. Principal OCI concerns are that the evaluation contractor might give biased, unfavorable reviews of competitors, or on the other hand might give an overly favorable review to curry favor with USAID for additional work. In addition, the evaluation contractor may glean competitively useful information from other implementing organizations in the course of its evaluations.

The following steps are required in such cases in order to mitigate and avoid OCI. First,

USAID must be able to provide adequate technical review of the evaluation report. Second, the evaluation contractor shall be precluded from furnishing implementation services, as a prime or sub contractor, that are required as a result of any findings, proposals, or recommendations in the evaluation report within eighteen months of USAID's acceptance of the evaluation report.

In addition, there are restrictions on the use of information obtained as a result of an evaluation. The contractor must agree that it will not use any such information obtained about another organization in the preparation of a proposal in response to any solicitation for a contract or task order. If the contractor obtains proprietary information from another organization in its performance of a contract, FAR 9.505-4 requires an agreement between the organizations restricting disclosure and use of the information for any purpose other than that for which it was furnished. The contracting officer must obtain copies of these agreements and ensure that they are properly executed.

If a subcontractor performs substantive evaluation work, the subcontractor shall be subject to the same restrictions as the prime contractor.

These policies shall be carried out by including the appropriate provision set forth in Appendix 2 in solicitations, contracts and task orders for evaluation services covered by this policy.

If a contracting officer determines that additional safeguards are necessary in a particular instance, they may amend the clauses in Appendix 2 as necessary to include the additional requirements without a deviation.

The restrictions on use of information obtained as a result of an evaluation may not be waived. Any waiver of the preclusive provision of this policy, whether based on responses provided by a contractor in accordance with FAR 9.504(e) or other circumstances, must be authorized by the head of the contracting activity in accordance with FAR 9.503 and AIDAR 709.503, and in consultation with the Agency Competition Advocate. When requesting a waiver, the Contracting Officer shall specify the steps that will be taken to minimize OCI.

III. AUDIT

Contracts calling for the audit of other USAID contractors also raise OCI concerns. The prime OCI concern is that the auditing firm could obtain competitively useful information, including sensitive cost data, regarding its competitors.

To mitigate concerns about the possibility that information obtained from audits may be used in future competitions, contractors must agree that any information obtained about an organization as a result of an audit, shall not be made available or used in any way to help the contractor prepare a proposal in response to a solicitation for a contract or task order. In addition, if the contractor obtains proprietary information from another organization in its performance of a contract, FAR 9.505-4 requires an agreement between the organizations restricting disclosure and use of the information for any purpose other than that for which it was furnished. The contracting officer must obtain copies of these agreements and ensure that they are properly executed.

If a subcontractor performs substantive audit work, the subcontractor shall be subject to the

same requirements as the prime contractor.

This policy shall be carried out by including the provision set forth in Appendix 3 in solicitations and contracts for audit services.

These requirements are the minimal safeguards mandated by the FAR and cannot be waived. If a contracting officer determines additional safeguards are necessary in a particular instance, they may amend the clauses in Appendix 3 as necessary without a deviation. The provisions of FAR 9.504(e) apply with regard to the contractor's response concerning any additional safeguards.

IV. APPLICATION OF POLICIES

All affiliates, divisions and sub-organizations of the design, evaluation or audit contractor that are not separate legal entities are subject to the provisions implemented in accordance with this CIB. Unless there is convincing evidence to the contrary (e.g., a statement from the consortium that only certain members participated), it is presumed that each member of a consortium has full access to the work product of the consortium, and thus this policy applies to all members of consortia as well.

The policies in this CIB do not apply to:

1. individual employees of contractors;
2. Personal Service Contractors ("PSCs"); or
3. organizations that are affiliated with the precluded contractor in name only, or that have a separate legal identity. In situations where the relationship is not clear, the contracting officer is advised to obtain guidance from the Agency Competition Advocate.

While the policies apply to individuals under non-personal services contracts, any preclusions applicable to the individual shall not be attributed to any institutional contractor the individual might go to work for later. The contracting officer shall address any potential OCI resulting from such a situation in accordance with FAR Subpart 9.5.

This CIB addresses OCI at the design, evaluation and audit stages of the procurement process. If, at the implementation stage of the process, a contractor raises OCI issues relating to participating in a contract that they have been precluded from, the contracting officer shall follow FAR 9.405(e) and the applicable coverage in this CIB.

Any questions concerning this policy on OCI should be addressed to Kathleen O'Hara, M/OP/P.

APPENDIX 1.

DESIGN/IMPLEMENT

I. Clause for solicitations and contracts covering a definite quantity:**Organizational Conflicts of Interest: PRECLUSION FROM IMPLEMENTATION CONTRACT.**

This contract calls for the Contractor to furnish important services in support of the design of _____ [specify activity] (the "Activity"). In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR THE ACTIVITY, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503 and AIDAR 709.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest.

II. Clause for solicitations and contracts for indefinite quantity contracts.**Organizational Conflicts of Interest: PRECLUSION FROM IMPLEMENTATION CONTRACT.**

Task orders under this contract may call for the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the contractor from furnishing implementation services, a clause stating the preclusion will be included in the task order.

III. Clause for task orders:**Organizational Conflicts of Interest: PRECLUSION FROM IMPLEMENTATION CONTRACT.**

This task order calls for the Contractor to furnish important services in support of the design of _____ [specify activity] (the "Activity"). In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR THE ACTIVITY, EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER A SEPARATE TASK ORDER ISSUED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503 and AIDAR 709.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest.

APPENDIX 2

EVALUATION

I. Clause for solicitations and contracts covering a definite quantity:

Organizational Conflicts of Interest: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION.

(a) This contract calls for the Contractor to furnish important services in support of the evaluation of [specify activity or contractor]. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN THE EVALUATION REPORT WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the contractor gains access to proprietary information of other company (ies) in performing this evaluation, the contractor must agree with the other company (ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

II. Clause for Solicitations and contracts for indefinite quantity contracts.

In the case of a solicitation for an indefinite quantity contract, paragraph (a) of the clause shall be replaced with Alternate I. Paragraphs (b) and (c) remain the same.

Alternate I

(a) Task orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

III. Clause for task orders:

7

This task order calls for the Contractor to furnish important services in support of evaluation of [specify contractor or activity]. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

APPENDIX 3.

AUDIT

Clause for use in all solicitations and contracts including audit services:

Organizational Conflicts of Interest: RESTRICTION ON USE OF INFORMATION.

This contract calls for the Contractor to provide certain audit services for USAID. To guard against the possibility that the Contractor might receive an unfair competitive advantage in competing for future USAID consulting contracts through its exposure to sensitive cost and other proprietary information of USAID contracts which it will audit hereunder, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE, OR MAKE AVAILABLE TO ANYONE, FOR THE PURPOSE OF PREPARING PROPOSALS OR ANY OTHER DOCUMENTS IN RESPONSE TO A SOLICITATION FOR A CONTRACT OR TASK ORDER, ANY PROPRIETARY, COST, OR OTHERWISE SENSITIVE BUSINESS INFORMATION OBTAINED AS A RESULT OF AN AUDIT.

The contractor must agree with the companies that it audits to protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

Annex F:
Introducing www.USAIDResults.org

Introducing www.USAIDResults.org, an Internet-based Knowledge Management site that allows anyone around the world to access knowledge, experience, and discussion about USAID programming.

<p>Download ADS Documents</p> <ul style="list-style-type: none"> ▪ Open to anyone. ▪ Read and download the latest version of the ADS 200 Series. ▪ Easy access to ADS 200 References and other supporting materials. 	<p>Join the Discussion in Town Hall</p> <ul style="list-style-type: none"> ▪ Open to anyone who registers. ▪ <i>How to register:</i> Go to www.USAIDResults.org and click the Register button. ▪ Share your experience and comments in threaded, on-line discussions organized by topics. ▪ Browse through topics of interest to you and see other people's comments
<p>Ask questions of the ADS Team</p> <ul style="list-style-type: none"> ▪ Open to anyone who registers. ▪ Submit questions regarding USAID Programming Policies relevant to your work. ▪ When the ADS Team has researched your question, an answer will be posted with examples, explanation, and references to particular text within the ADS. ▪ Browse through other frequently-asked questions. 	<p>Create a Group Space</p> <ul style="list-style-type: none"> ▪ Open to anyone who registers. ▪ Establish a group space that allows your team to share documents, hold discussions, recommend websites, and keep track of each other's telephone numbers. ▪ Choose who is a member of your group space; USAID staff, partners, and other donors may all be members. ▪ <i>How to create a group:</i> Go to www.USAIDResults.org - Create New Group and follow the instructions provided.

For more information about ADS 200, please contact:

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